PERRIS UNION HIGH SCHOOL DISTRICT

BID DOCUMENTS

E-RATE BID #022416

Installation and Wiring for District Provided Access Points

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Perris Union High School District ("District") is seeking sealed bids from qualified contractors for construction of the following public-works project ("Project"): **E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points.**

DESCRIPTION OF JOB: Provide all cabling, labor, equipment, supplies, and miscellaneous material to install sixty-five (65) District-provided Meraki MR72 outdoor access points.

PLACE FOR SUBMITTING SEALED BIDS: Sealed Bids must be submitted to the District at the following location ("Place for Submitting Sealed Bids"):

Perris Union High School District,
Purchasing: Nick Newkirk
155 East 4th Street, 2nd floor
Perris, CA 92570

BID DEADLINE: Bids must be received at the Place for Submitting Bids not later than ***Wednesday, February 24, 2016*** at ***2:00 p.m.*** ("Bid Deadline"), at which time the District will publicly open and read all bids. The District shall return, unopened, each bid received after the Bid Deadline.

BID DOCUMENTS: Bidders may obtain the documents necessary to submit a bid ("Bid Documents") **via email from Nick Newkirk at nick.newkirk@puhsd.org *or via the District website at http://www.puhsd.org/blogs/contracting-opportunities.***

QUESTIONS REGARDING THE SCOPE AND/OR SPECS OF THE PROJECT:
Please contact Nick Newkirk via email at nick.newkirk@puhsd.org

REQUIRED BID SECURITY: Each bid must be submitted with security in an amount equal to 10% of the maximum bid, in one of the following forms: (i) a cashier's or certified check payable to the District; or (ii) a bid bond. The security must be submitted with a completed copy of the "Bid Security" form included as one of the Required Bidding Forms. Each bid bond must be an executed copy of the "Bid Bond" form included as one of the Required Bidding Forms and must be issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. Unless forfeited, the District will return security to the bidders within a reasonable time, but not more than sixty days after award of the Contract for the Work.

CONTRACTOR LICENSE: The class of California contractor license required to bid on and perform the Work is C7, Low Voltage *or* C10, Electrical.

MANDATORY PRE-BID CONFERENCE: The District will conduct a pre-bid conference and site visit on ***Wednesday, February 3, 2016***, at ***9:00 a.m.***, and will commence at: ***Perris Union High School District Administrative Center, 155 East 4th Street, Perris, CA 92570***. Attendance at the pre-bid conference is mandatory and any bidder that does not attend shall be deemed non-responsive. Attendance at the site visits is voluntary.

SURETY BONDS: The successful bidder must provide a Performance Bond and a separate Payment Bond, in the forms included as Required Contract Forms, each in an amount equal to 100% of the total

Contract Price, and each issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120.

LABOR LAW: The Project is a "public work" project that is subject, among other provisions, to Labor Code Sections 1720 through 1861, inclusive. As described in the Instructions For Bidders, each contractor (including subcontractors) must be registered with the California Department of Industrial Relations ("DIR") in accordance with Labor Code Section 1725.5, and bidders must provide evidence of registration for themselves and their subcontractors. Each worker on the Project must be paid not less than the applicable prevailing rates of per-diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract ("Prevailing Wages"). A copy of the applicable rates of Prevailing Wages is on file and available for review at the Place for Submitting Bids, and a copy will be posted at the Project Site. The Project is subject to compliance monitoring and enforcement by the DIR. The successful bidder will be required to post all job-site notices required by DIR regulations and other applicable law. If so specified in the Special Provisions, the District will conduct a mandatory conference for the purpose of describing labor-law requirements.

RETENTION: Substitution of securities in lieu of retention, pursuant to Public Contract Code Section 22300, will be permitted as provided in the General Provisions.

DEFINED TERMS: Capitalized terms used, but not defined, in this Notice Inviting Bids shall have the meanings ascribed to such terms in other of the Bid Documents.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) **E-RATE CONTINGENCY**

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) **SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green

Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC http://www.usac.org/sl/applicants/step07/invoice-check.aspx

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written

approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*

- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
http://www.usac.org/sl/applicants/step05/installation.aspx

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit*

applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the

District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title**: _____

Phone Number: _____ **Email**: _____

Service Provider Name: _____

INSTRUCTIONS FOR BIDDERS

Caution: Read these Instructions For Bidders and other Bid Documents carefully. Do not assume that the documents are the same as similar documents you previously may have obtained from the District. Capitalized terms used, but not defined, in these Instructions For Bidders shall have the meanings ascribed to such terms in other of the Bid Documents.

1. Project Delivery Method and Coordination. The Project is being completed on the basis of a single general contract for all or the majority of the Project. If the District either contracts for work in connection with the Project in addition to the Work or performs such work using its own forces ("Work by Others"), the scheduling, performance and priority of the Work is subject to coordination with the Work by Others. In submitting a bid for the Work, a bidder shall be deemed and construed to have acknowledged that the time for completion of the various portions of the Work, as specified in the Bid Documents, is sufficient and reasonable considering the scope of the Work and the Project, and considering the need to coordinate the Work with the Work by Others; and (ii) if the Contract is awarded to the bidder, the bidder shall have no Claim for delay arising from the need to coordinate the Work with any Work by Others.

2. Architect. The Architect for the Project is identified in the Special Provisions. The Architect's role is described in the General Provisions and is subject to the provisions of the agreement between the District and the Architect. The Architect will be the District's representative during construction and close-out of the Work in accordance with Title 24 of the California Code of Regulations and provisions of the agreement between the District and the Architect. Communications from the District to bidders prior to award of the Contract may be directed through the Architect.

3. Project Manager. Notwithstanding that the Project is being completed on a general contract basis, the District may contract for the services of a project management consultant or other consultant ("Project Manager") in connection with the Project. If known, the Project Manager is identified in the Special Provisions. The Project Manager's role is described in the General Provisions and is subject to provisions of the agreement between the District and the Project Manager. The Project Manager will be the District's representative during the bidding, construction and close-out of the Work and will assist the District in the administration of the Contract. Communications from the District to bidders prior to award of the Contract may be directed through the Project Manager. If the District does not contract for the services of a Project Manager in connection with the Project, or if the District terminates and does not replace the Project Manager, then the District may delegate some or all of the Project Manager's responsibilities pursuant to the Contract Documents to the Architect, District staff and/or others.

4. Pre-Bid Review of Plans and Specifications. Each bidder, prior to submitting a bid for the Work and at its own expense, must thoroughly review and become familiar with all of the Drawings, Specifications, and other requirements for the Work. A bidder is required to review the Drawings and Specifications only in its capacity as a contractor, not as a licensed design professional, but the bidder must, promptly and prior to submitting a bid for the Work, report to the District any errors or omissions in the Drawings and Specifications revealed through such review.

5. Examination of Project Site and Contract Documents. Each bidder, prior to submitting a bid for the Work and at its own expense, must visit the site where the Project is located and the on-site portion of the Work is to occur ("Project Site") and become fully acquainted with the conditions in and under which the Work will be performed, so that the bidder fully understands the facilities, difficulties, restrictions and requirements attendant to the performance of the Work on and at the Project Site. Subject to District approval and evidence of adequate insurance coverage satisfactory to the District, a bidder that attended the mandatory pre-bid conference and site visit specified in the Notice Inviting Bids, at its own expense, may

subsequently conduct additional inspections of the Project Site. In addition, each bidder must thoroughly examine and develop an understanding of all of the Contract Documents, including, without limitation, the Drawings, Specifications, Agreement, General Provisions, Special Provisions, Required Bidding Forms, Required Contract Forms, and Required Project Forms. The failure of a bidder to understand the conditions in and under which the Work is to be performed, or to examine and understand any of the Contract Documents, shall not relieve the bidder from any obligations pursuant to its bid or the Contract Documents.

6. Interpretation of Contract Documents. If a bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds any conflict, omission or other discrepancy in any Drawings, Specifications or other Contract Documents, the bidder must submit a written request to the Architect for an interpretation or correction of the applicable Contract Documents. The bidder submitting the request must provide copies of the request to the District and the Project Manager, and must ensure that the request is delivered to the Architect sufficiently in advance of the scheduled bid opening to permit the Architect a reasonable amount of time to respond considering the nature and scope of the overall Project. Prior to the opening of bids, the Architect will issue interpretations or corrections of the Contract Documents only by addendum or addenda to the Contract Documents. A copy of each addendum will be mailed or delivered to each contractor that has obtained a copy of the Bid Documents by paying a deposit. No person or entity shall be authorized to provide any oral interpretation of any provision of the Contract Documents, and no oral interpretation shall be binding on the District. If the Architect does not issue an addendum to interpret or correct any conflict, omission or other discrepancy in the Drawings, Specifications or other Contract Documents, the bidder must include in its bid the material, item, process, method, *et cetera*, that results in the higher bid amount. **THE SUBMISSION OF A BID SHALL BE DEEMED AND CONSTRUED AS A REPRESENTATION AND WARRANTY BY THE BIDDER THAT IT HAS COMPLIED WITH THE REQUIREMENTS OF THIS SECTION AND SECTION 5 OF THESE INSTRUCTIONS FOR BIDDERS, AND AT NO TIME AFTER SUBMITTING A BID MAY THE BIDDER ASSERT, CLAIM OR ALLEGE THAT IT HAD ANY DOUBT OR MISUNDERSTANDING AS TO THE NATURE OR SCOPE OF THE WORK.**

7. Ethics in Bidding. The District expects each bidder to maintain high ethical standards with respect to bidding on the Work. Prior to the award of the Contract, no bidder shall disclose the amount of any prospective Subcontractor's bid or proposal, or any element thereof, to any other prospective Subcontractor. Bidders must not engage in or permit either of the unethical and unfair practices commonly known as bid shopping (e.g., the bidder uses a Subcontractor's proposal in an attempt to obtain a lower-cost proposal from another Subcontractor) and bid peddling (e.g., a Subcontractor attempts to obtain a job by offering to work for less than the amount specified in another Subcontractor's proposal). If the District determines prior to opening of bids that any bidder has violated any of the foregoing requirements or any other prohibitions set forth in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.), the District may reject the bidder's bid as non-responsive and report the bidder's actions to the Contractors State License Board.

8. Contractor Licensing. At the time it submits its bid for the Work, each bidder must have Class B General Contractor license issued by and in good standing with the State of California. A bidder's failure to be so properly licensed shall result in the bidder being deemed non-responsive, and the bidder will be disqualified from work on the Project. Each bidder must clearly specify its California contractor's license number where indicated in the Bid Form. The bidder to which the District awards the Contract must maintain the required license throughout the duration of the Work.

9. Listing of Subcontractors. In accordance with the Subletting and Subcontracting Fair Practices Act, each bidder must submit with its bid a list of the names and locations of the places of business of each Subcontractor that will perform any portion of the Work, or that, under subcontract to the bidder, will specially fabricate and install a portion of the Work, in an amount in excess of ½ of 1 percent of the total

amount of the bidder's bid. A bidder may not list more than one Subcontractor for any one portion of the Work. A bidder that fails to list a Subcontractor for any portion of the Work represents that it is fully qualified to, and agrees that it shall, perform such Work using its own forces. If the Bid Documents require the bidder to submit alternate bids and the bidder intends to use different or additional Subcontractors for the alternates, the bidder must submit a separate list of Subcontractors for each such alternate. A bidder must submit its lists of Subcontractors only on the "Subcontractor Listing" form included in the Required Bidding Forms. In addition to providing the Subcontractor lists, within one business day after the bids are opened, each bidder must provide the address, telephone number and contractor's license number for each listed Subcontractor.

10. DVBE Requirements. Bidders must comply with the requirements of this Section 10 only if made applicable pursuant to Section 19 of the Special Provisions. The District has adopted a goal for DVBE participation in the Project of three percent of the overall amount expended for certain new-construction and modernization projects each year. Each bidder must comply with DVBE requirements by making and documenting its reasonable efforts to obtain DVBE services in connection with the Work. In order to be considered reasonable efforts, a bidder's efforts should include advertising in appropriate publications and contacting any responding DVBE. Alternatively, if so provided in Section 20 of the Special Provisions, the Project Manager will advertise for DVBE for the Work, and bidders must contact the Project Manager to obtain information regarding any responding DVBE. The bidder also should contact any known DVBE that could perform a portion of the Work. Each bidder must complete, execute and submit with its bid the "Certification of DVBE Compliance" form and the "DVBE Participation Statement" form included in the Required Bidding Forms. The District may reject as non-responsive any bid that does not comply with such DVBE requirements.

11. Use of Bid Form is Mandatory. Each bid must be submitted on the Bid Form included in the Required Bidding Forms. Unless expressly permitted by the Bid Documents, a bidder shall not: (i) make any changes, additions or other modifications to the Bid Form or other documents to be submitted with the Bid Form; (ii) restate or recharacterize the Work in the bid; or (iii) make any alternative proposals not permitted by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

12. Preparing the Bid. Bidders must fully and properly complete all information required to be included on the Bid Form. Amounts must be stated in both words and numbers where indicated. Prices, wording and notations must be in ink or typewritten. The signatures and/or initials of each person signing the bid and other documents to be submitted with the bid must be in permanent ink, preferably blue in color. A bid may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the bidder (not to the Bid Form), does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the bid. In the event of inconsistency between words and numbers, words shall govern over numbers.

13. Required Bidding Forms. Each bidder must complete, execute and submit with its bid each of the forms included in the Required Bidding Forms other than the "Bidder References and Information" form, which, if required, must be submitted in accordance with Section 25 of these Instructions For Bidders. If a bidder fails to properly complete, execute and submit any of the Required Bidding Forms, the District may determine that the bid is non-responsive to the Notice Inviting Bids.

14. Signing the Bid and Other Required Documents. The Bid Form and other Required Bidding Forms, the bid bond, and all other documents to be submitted with the bid that require an original signature of the bidder must be signed in permanent ink, preferably blue in color, by a person or persons duly

authorized to sign documents and contractually bind the bidder in connection with the Work (each an "Authorized Contractor Officer"). The District may reject as non-responsive any Bid Form containing a stamped or mechanically-printed signature. Depending on whether the bidder is an individual or the type of business entity, signatures must comply with the following:

14.1 Corporations. If bidder is a corporation, each document must set forth the full, legal name of the corporation and must be signed by both the bidder's President and the bidder's Secretary or Assistant Secretary as the Authorized Contractor Officers for the bidder. Alternatively, the signature of another Authorized Contractor Officer may be affixed to the document if the bidder includes with its bid a certified copy of a resolution of the corporation's board of directors authorizing such person to sign the document as an Authorized Contractor Officer of the bidder. Documents submitted with the bid must include the title of each signatory below the signature and must bear the corporate seal.

14.2 Limited Liability Companies. If bidder is a limited liability company, each document must set forth the full, legal name of the company and the names of all members of the company, and all such members must sign the document as the Authorized Contractor Officers for the bidder. Alternatively, the document may be signed by a representative of the managing member of the company if the bidder includes with its bid a certified copy of a statement of the managing member's authority and the specific signatory's authority to sign the document as an Authorized Contractor Officer of the bidder.

14.3 Partnerships. If bidder is a partnership of any type, each document must set forth the full, true name of the partnership and the names of all persons and/or entities comprising the partnership, and all such persons and entities (or their legal representatives as determined pursuant to this Section 14) must sign the document. Alternatively, the document may be signed by a general partner of the partnership if the bidder includes with its bid a certified copy of a statement of the partnership acknowledging the signatory as a general partner (or a representative of the general partner) with authority to sign the document.

14.4 Sole Proprietorships. If the bidder is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the bidder has included in the bid a certified copy of a current and valid power-of-attorney authorizing the agent to sign the document.

14.5 Fictitious Names and Joint Ventures. If the bidder is an entity using a fictitious business name or a joint venture of two or more parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations or partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block. Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.

15. Sealing and Labeling the Bid. The completed Bid Form, other Required Bidding Forms, and all additional documents and other materials to be submitted with the bid must be enclosed in a sealed envelope. The sealed bid must be labeled with the project/bid name and contractor name. The District may reject any bid if the outside of the bid envelope is not properly labeled or shows extraneous information or marks.

16. Submitting the Bid. For purposes of the Notice Inviting Bids and these Instructions For Bidders, any reference to the "Bid Deadline" shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension(s) thereto. The District must receive any bids prior to the Bid Deadline and at the Place for Submitting Bids set forth in the Notice Inviting Bids. The clock located at the

Place for Submitting Bids and designated as the official bid clock shall be used in determining whether bids have been timely received by the District, regardless of whether the time shown on the official bid clock is precisely accurate. Each bidder is solely responsible for ensuring that its bid is timely received by the District. A bidder must submit its bid to the District via personal or other delivery. The District will not accept any oral bid or bid sent via facsimile or electronic transmission. At no time will District telephones or facsimile machines be available for use by bidders. Any bid received by the District after the Bid Deadline will be returned to the bidder unopened.

17. Interests in More Than One Bid. No person or entity shall submit or have any interest in more than one bid for the Work except to the extent the Bid Documents expressly call for alternate bids. The District will not accept more than one bid for the Work from any person or entity, under the same or different names. A reasonable belief by the District that any person or entity has an interest in more than one bid or has submitted more than one bid for the Work may result in the District rejecting all bids in which the bidder has an interest. A person or entity that has submitted to a bidder any sub-bid or proposal to furnish labor, materials or services in connection with the Work is not thereby prohibited from submitting a sub-bid or proposal to any other bidder(s) on the Work, but that person or entity shall be prohibited from submitting its own bid for the Work. Any person or entity that has participated in the preparation of any Specifications for the Work (other than submitting manufacturer specifications) shall be prohibited from bidding on the Work, and the District shall deem any such bid to be non-responsive.

18. Modifying a Bid. Not later than the Bid Deadline, a bidder may modify its original bid by submitting the written modification to the District. The bid modification must be submitted in a sealed and labeled envelope as provided in Section 15 of these Instructions For Bidders, but must also include the words "Bid Modification" on the label. The District shall reject any bid modification that is not received by the District prior to the Bid Deadline. The late receipt and rejection of a bidder's bid modification shall not be deemed or construed to constitute a withdrawal of the original bid by the bidder, and the District still may accept the original bid if responsive and the bidder is a responsible contractor. The District may reject any modified bid if the modification creates an ambiguity or inconsistency, including, without limitation, if the modification makes the bid unintelligible. A bidder must submit any bid modification to the District via personal or other delivery. The District will not accept any oral bid modification or any bid modification sent via facsimile or electronic transmission. Any bid modification received by the District after the Bid Deadline will be returned to the bidder unopened.

19. Superseding a Bid. Not later than the Bid Deadline, a bidder may supersede its original bid by withdrawing its original bid in accordance with Section 20 of these Instructions For Bidders and concurrently submitting a new bid for the Work to the District. The superseding bid must be submitted in a sealed and labeled envelope as provided in Section 15 of these Instructions For Bidders, but must also include the words "Superseding Bid" on the label. The District shall reject any withdrawal and superseding bid that is not received by the District prior to the Bid Deadline. The late receipt and rejection of a bidder's withdrawal and superseding bid shall not be deemed or construed to constitute a withdrawal of the original bid by the bidder, and the District still may accept the original bid if responsive and the bidder is a responsible contractor. A bidder must withdraw its original bid and submit its superseding bid to the District via personal or other delivery. The District will not accept any oral withdrawal and superseding bid, or any withdrawal and superseding bid sent via facsimile or electronic transmission. Any withdrawal and superseding bid received by the District after the Bid Deadline will be returned to the bidder unopened.

20. Withdrawing a Bid. A bidder may withdraw its bid at any time prior to the Bid Deadline by submitting a written request to the District via personal or other delivery. The District will not accept any oral withdrawal request or any withdrawal request sent via facsimile or electronic transmission. A withdrawal request must be signed by an Authorized Contractor Officer determined in accordance with

Section 14 of these Instructions For Bidders. A withdrawal request received by the District after the Bid Deadline shall in no event be deemed or construed to constitute a withdrawal of the bid, and the District still may accept the bid if it is responsive and the bidder is a responsible contractor. After receipt of a timely withdrawal request, the District shall return the bidder's bid security upon request. Except as provided in Public Contract Code Section 5100 *et seq*., if a bidder has not withdrawn its bid prior to the Bid Deadline, the bidder thereafter may not withdraw its bid for a period of sixty days after the Bid Deadline.

21. Requesting Substitution of Specified Item. Except for any Sole-Source Items described in Section 8 of the Special Provisions, the requirement for any Specified Item shall be interpreted as if followed by the words "or equal," and a bidder may offer in place of such Specified Item any material, product, service, or other thing that the bidder can demonstrate is, in every respect, materially equal to or better than the Specified Item and that will completely accomplish the intended aesthetics, purposes and/or functions of the Specified Item. Each substitution request is subject to and must conform with the requirements of Sections 14.4 through 14.10, inclusive, of the General Provisions, including, without limitation, requirements for submitting documentation in support of the request. Requests for substitution must be made in writing on the "Substitution Request" form included in the Required Contract Forms.

The bidder shall be responsible for establishing that a proposed substitution satisfies all requirements of the Contract Documents, including, without limitation, that the proposed substitute item is, in every respect, materially equal to or better than the Specified Item. The District may at any time request any additional information regarding the proposed substitute item. The District, in consultation with the Architect and the Project Manager as applicable, will decide whether to approve a substitution based on the information provided by the bidder. The District has the sole discretion to determine whether a proposed substitute item is equal to or better than a Specified Item. Any request for substitution that is granted by the District shall be documented and processed by means of a Change Order after execution of the Contract. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitute item. The bidder shall be responsible for and shall bear any and all risks, expenses and costs of delay arising from review or approval of a substitution by the DSA or other governmental agency.

A substitution request must be submitted to the District not later than seven days prior to the Bid Deadline specified in the Notice Inviting Bids. The District will not consider any substitution request received thereafter, except to the extent provided in Section 14.5 of the General Provisions. Concurrently with submitting a substitution request, the bidder must provide all information required pursuant to Section 14.6 of the General Provisions to substantiate the request. The District shall not be required to make a determination in regard to any substitution request and/or substantiating information prior to award of the Contract. If the District gives a Notice of Award for the Contract to a bidder, but subsequently disapproves a substitution proposed by that bidder, the bidder must provide the Specified Item in accordance with the Contract Documents and at no additional cost to the District.

22. District Waiver of Bid Irregularities. The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding process.

23. District Rejection of Irregular Bids. The District will reject as non-responsive to the Notice Inviting Bids any bids containing irregularities that are not minor irregularities, including, by way of example and not as a limitation, any bid that is materially incomplete and any bid that includes any additions or conditional or alternate bids not permitted pursuant to the Bid Documents. In addition, the District may reject as non-responsive any bid in which component bid amounts are obviously unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

24. District Rejection of Non-Responsive Bids. If a bid fails to conform to requirements set forth in the Notice Inviting Bids, these Instructions For Bidders, or any of the other Bid Documents (including, without limitation, if the District reasonably determines that the bid is unintelligible, internally inconsistent, or otherwise ambiguous), the District may reject the bid as not responsive. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

25. Bidder Evidence of Responsibility. In determining whether a bidder is a responsible bidder, the District may consider, among other possible factors, the financial standing and general competency of the bidder with respect to the Work being bid. Within two business days of the District's request, a bidder must provide to the District a completed copy of the "Bidder References and Information" form included in the Required Bidding Forms. The purpose of the Bidder References and Information is to document the bidder's construction experience, current and anticipated workload, organizational resources available for performance of the Contract, any terminations from projects prior to completion, references for public works and public school projects, financial resources, surety and insurance claims experience, stop notice and other legal proceedings, and other factors pertinent to determining the responsibility of the bidder.

26. District Award of Contract. Prior to award of the Contract, the District may provide to a bidder notice that it is the apparent low bidder and that the District may award the Contract to such bidder. In its discretion, the District Board may award the Contract to such bidder, may award the Contract to another bidder in the event of a bid protest or other issue, or may reject all bids and either rebid or not rebid the Work. If the District Board awards the Contract, the award will be to the responsible bidder with the lowest responsive bid from among all responsible and responsive bidders ("Successful Bidder"). If two or more responsive and responsible bidders have submitted the same low bid, the District shall determine the Successful Bidder by means of a coin toss or some other random method. The District will issue notice of the award of the Contract to the Successful Bidder ("Notice of Award").

Each bidder will be required to bid Phase I and Phase II separately. If awarded, the bid award will be given to the lowest responsive and responsible bidder for either Phase I or Phase I and Phase II combined if funding allows. The bid will only be awarded to one contractor whether it is awarded for Phase I or Phase I and Phase II combined.

27. Bidder Execution of Contract. The Successful Bidder shall have seven calendar days after the date of the Notice of Award to execute and deliver to the District the Construction Services Agreement and all other documents required in accordance with the Contract Documents. If the bidder fails to execute and provide all such documents within that seven-day period: (i) the bidder will forfeit the bid security submitted with its bid; and (ii) the District may award the Contract to one of the other responsible and responsive bidders or release all bidders.

28. Refund of Deposit for Bid Documents. A contractor may obtain a refund of its deposit for the Bid Documents by returning them to the Place for Submitting Bids specified in the Notice Inviting Bids not later than seven days after the opening of bids. A contractor will be entitled to refund of its deposit only if the Bid Documents are complete, in a useable condition, and free of any pen, pencil or other markings, erasure marks, rips, tears, *et cetera*.

29. Bid Protests. Any bidder that has duly submitted a bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section 29 (each a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by

telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

(i) Must be received by the District not later than 4:00 p.m. on the fifth business day following the opening of bids;

(ii) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;

(iii) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;

(iv) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;

(v) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;

(vi) Must clearly identify and describe in detail all arguments in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and

(vii) Must be submitted with all documentation the bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. Upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and all relevant information and documents and will provide a written response to the protesting bidder setting forth a recommendation for District Board action in response to the Bid Protest. A bidder may at any time withdraw its Bid Protest. In response to a Bid Protest that a bidder has not withdrawn, the District Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Bid Protest. Such action by the District Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

Compliance with the foregoing Bid Protest requirements is mandatory. Each bidder that desires to protest must file its own Bid Protest in accordance with the foregoing requirements, and no bidder may rely on a Bid Protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting a bid, the bidding process and/or the intended award of the Contract, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from any such matter.

30. Public Works Project. 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 each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions For Bidders. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed

and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder represents and warrants that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

31. Subcontractor Eligibility and Licensing. The Successful Bidder shall in no event permit a Subcontractor to perform any of the Work if that Subcontractor is ineligible to work on a public works or public project. Each Subcontractor that the Successful Bidder intends shall perform any portion of the Work must be licensed in accordance with law by the Contractors State License Board prior to commencing its portion of the Work.

32. Prevailing Wages and Labor-Law Compliance Monitoring. The Successful Bidder and each of its Subcontractors of any tier shall pay not less than the applicable Prevailing Wages for each craft or type of worker needed to execute the Contract. A copy of the per-diem rates of Prevailing Wages applicable to the Work is on file with the District and is available for review at the location specified in the Notice Inviting Bids as the Place for Submitting Bids, and a copy will be posted at the Project Site. If so provided in Section 13 of the Special Provisions, the Work will be subject to monitoring by the DIR and/or CMU as to compliance with labor-law requirements, as described in more detail in the Special Provisions and General Provisions.

33. Apprenticeable Trades and Crafts. Not later than twenty-four hours after receiving the Notice of Award, the Successful Bidder must provide written notice to the District if, as described in Labor Code Section 1777.5, workers in any apprenticeable trade or craft will be employed to perform any of the Work.

34. Fingerprinting and Employee Background Checks. In circumstances that may involve workers having more than limited contact with students, the District may require that any or all persons on, at or in the vicinity of the Project Site on account of the Work (including, without limitation, employees of both the bidder and its Subcontractors) undergo criminal-history background checks requiring submission of fingerprints to the Department of Justice. The District may impose other requirements designed to protect students regardless of whether it requires such criminal-history background checks. The Successful Bidder shall be responsible for compliance with any and all such requirements by its own forces and by its subcontracted forces.

35. Discrimination Prohibited. No bidder, in preparing and submitting its bid for the Work, shall discriminate in violation of any applicable law, including, without limitation, those specified in Section 3.6 of the General Provisions. In connection with performance of the Work, neither the Successful Bidder nor any of its Subcontractors of any tier shall illegally discriminate against any prospective or active employee in violation of applicable law, including, without limitation, those specified in Section 3.6 of the General Provisions. The Successful Bidder must comply with applicable federal and California laws prohibiting such discrimination and must require like compliance by any Subcontractors performing any of the Work.

36. Bidder 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. Using the "Iran Contracting Act Certification" form, which is one of the Required Bidding Forms, each bidder must certify to the District that: (i) the bidder 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 bidder 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 bidder 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 bidder's bid, including any and all additive alternates, does not exceed $1,000,000. Each bidder must submit the completed and signed Iran Contracting Act Certification to the District concurrently with the bidder's bid.

37. Time for Completion of Work and Liquidated Damages. The Successful Bidder must complete the Work in accordance with the Contract Documents and within the time period specified in the Special Provisions and the Master Construction Schedule as adjusted in accordance with the Contract Documents. The failure of such bidder to fully complete the Work within such time period(s) may result in the District assessing liquidated damages against the bidder as provided in the General Provisions.

(End of Instructions For Bidders.)

PERRIS UNION HIGH SCHOOL DISTRICT
E-RATE Bid #022416 Installation and Wiring of District Provided Access Points

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GENERAL

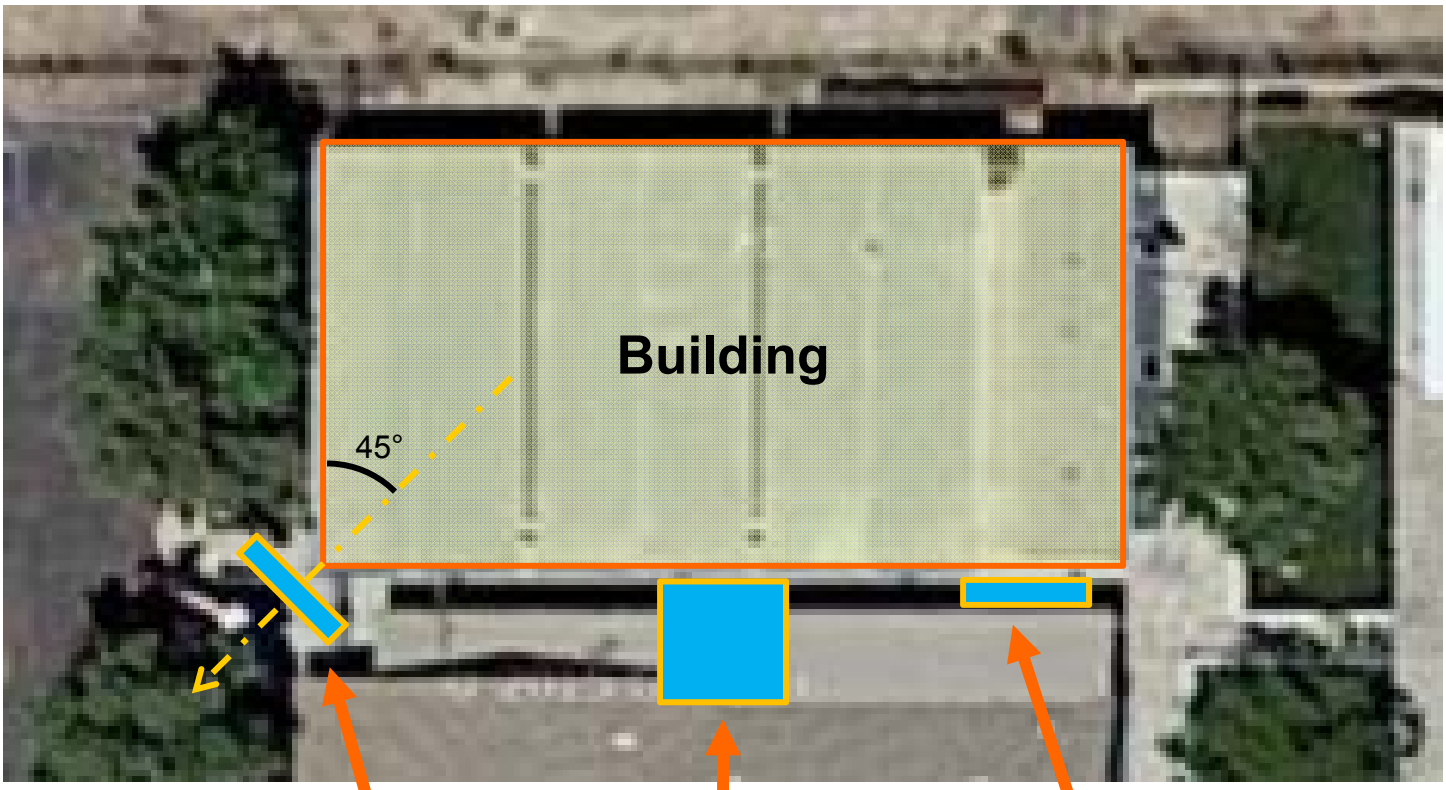
Provide all cabling, labor, equipment, supplies, and miscellaneous material to install sixty five (65) District provided Meraki MR72 outdoor access points in locations detailed in addendum #1 “Outdoor WiFi Locations Detail”

SCOPE OF WORK

- The work under this section includes all final design, material, equipment, supplies, labor, testing, and accessories required to install District-furnished Meraki MR72 Outdoor Access Points for a complete Structured Cabling System (SCS) as indicated on the drawings and as specified herein. These systems shall be defined as all cables, equipment, products, etc, as indicated on the drawings, and mentioned in these specifications.
- It is the intent of the Drawings and Specifications, which are presented in a "design-build" format, for the Contractor to design, provide and install a complete, fully operational, and tested system.
- All miscellaneous system components including, but not limited to, cables, cable supports, conduits, termination equipment, punch blocks, patch panels, patch cords, device outlets, ladder runway, backboards, equipment racks, equipment cabinets, enclosures, terminal cabinets, equipment grounding, and any other related items shall be furnished and installed complete under this section, such that the system shall perform all functions listed herein in compliance with all of the specified requirements.
- Schedule is paramount to the project’s success. With this, the SCS Contractor will have to be a team player, continually working with the team to facilitate expeditious design, procurement, and construction processes.
- This project will be performed in a phased construction format. Each phase of construction will be completely installed, labeled and tested, to the greatest extent physically possible, before moving to the next phase.
- It is a mandatory requirement that a single Contractor perform the work described in addendum #2 “Section 27 10 00 Structured Cabling System”

Installation Notes

APs at these sites are installed on the exterior of buildings. Three general mounting styles are used for most of the locations. Two locations are mast-mounted, and do not exactly fit the below descriptions. The purpose of the mast-mounts is to give the APs additional elevation to help them clear obstacles.



Corner mounting style orients the AP at 45 degrees relative to a building corner. This mounting style is most sensitive to AP placement. The purpose of this style is to allow the AP to provide coverage to two sides of the building. Therefore, the AP must be installed with a standoff mount that places it on the diagonal relative to the corner. The standoff mount may straddle the corner, or it may anchor to one side of the corner. What matters is the AP's location and orientation relative to the corner.

If this AP were to be installed in the flat mounting style, it would be shadowed to one side of the building, and coverage would be compromised. The corner-mounting style allows one AP to cover two sides of the building, instead of two APs.

Flat mounting style orients the AP parallel to the building façade. The AP may be installed directly against the façade, or it may be installed in any other way that is practical, such as a right-angle mount installed to an overhang. The orientation of the AP relative to the façade is what matters.

Down-facing mounting style orients the AP facing directly downwards towards the ground. In almost all cases, this is because the AP is being mounted underneath an overhang, on the ceiling. An example would be an AP that is installed on the bottom surface of an I-beam ceiling rafter on a building eave.

Paloma Valley High School
Overall Coverage Heat Map

Colored areas on the heat map below are at or above the project signal strength requirement. Areas below the project signal strength requirement would be depicted as a gray heat map. There should be none of these. Areas without a heat map over them were not surveyed.

Paloma Valley High School
Per-AP Heat Maps and Installation Location Photos

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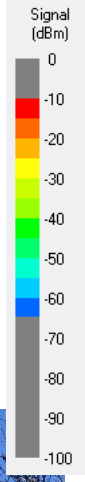
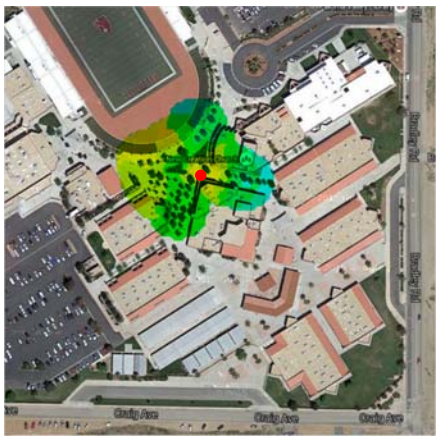
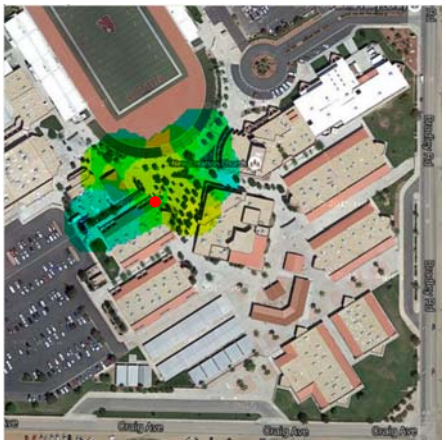




This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.



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Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos

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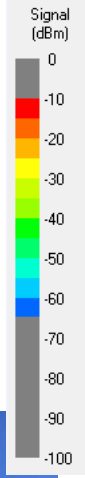

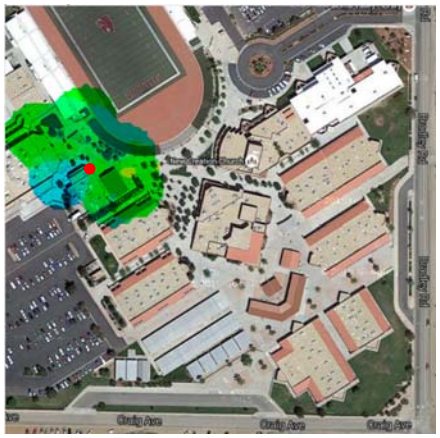

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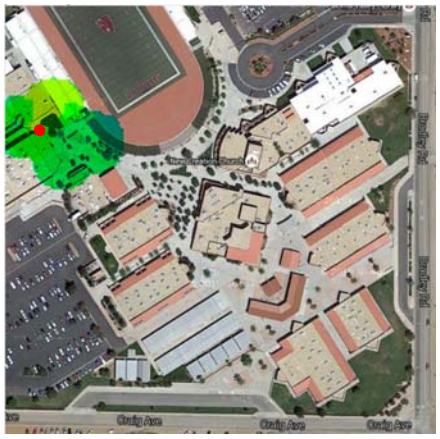

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Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos

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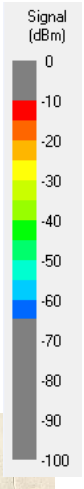

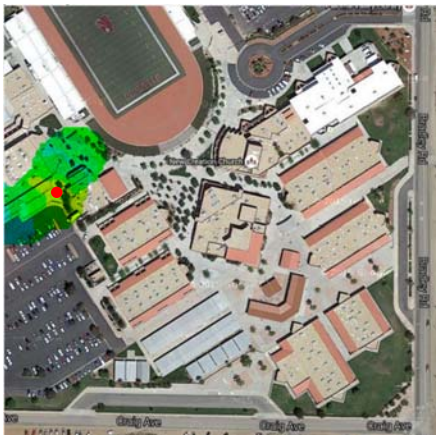

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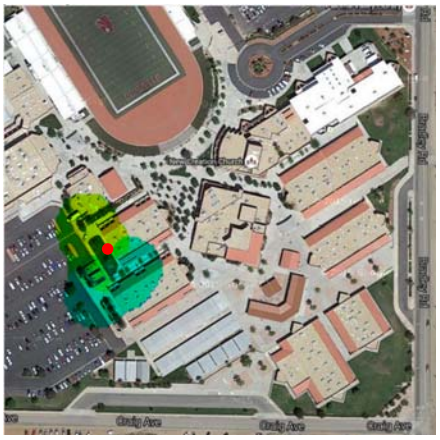

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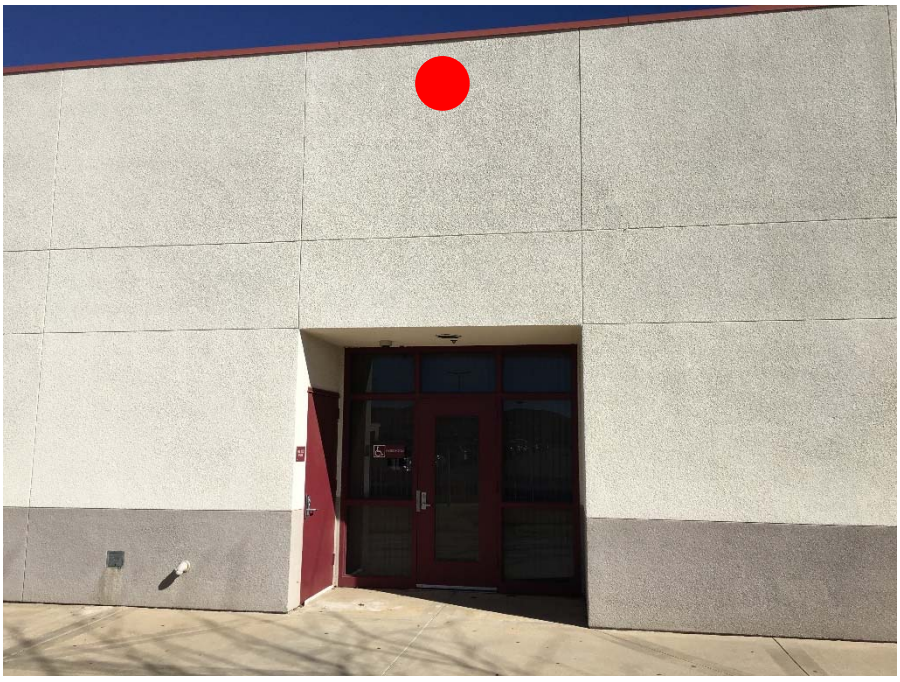

Paloma Valley High School

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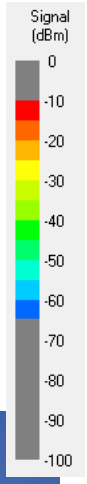

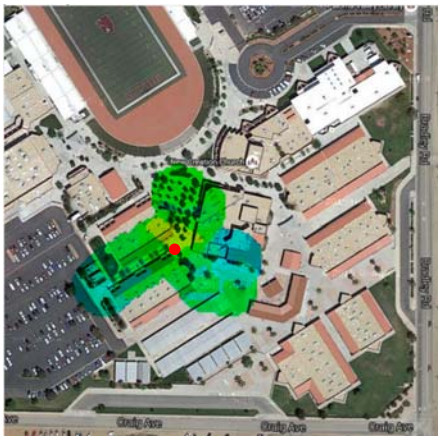

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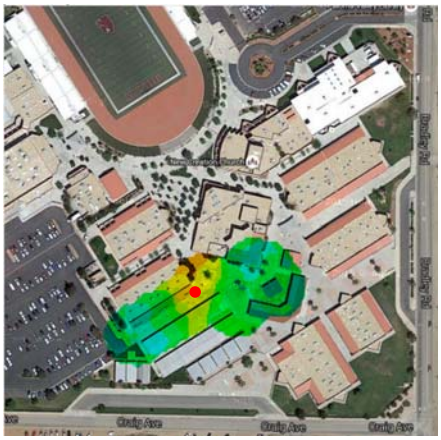

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Paloma Valley High School

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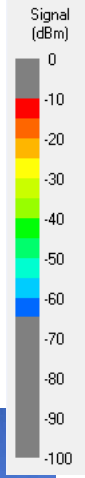

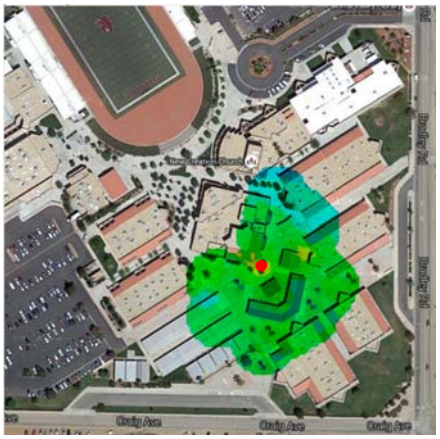

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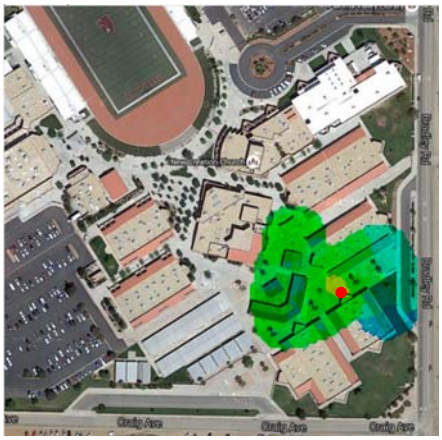

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Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos

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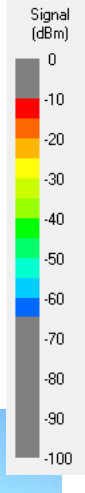
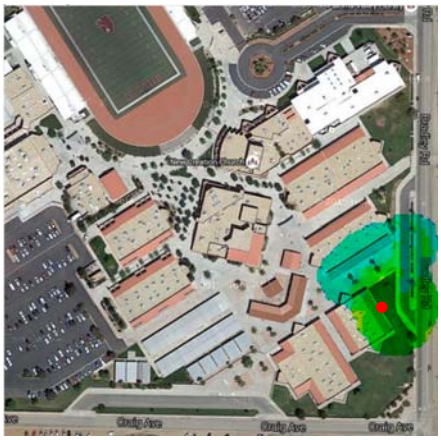
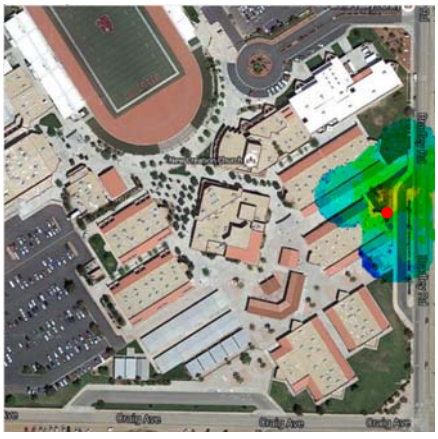




This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.



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Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos

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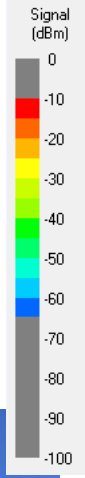

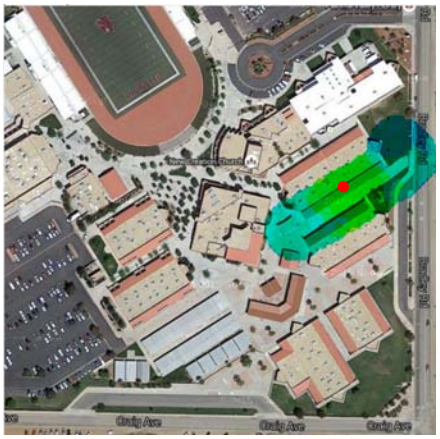

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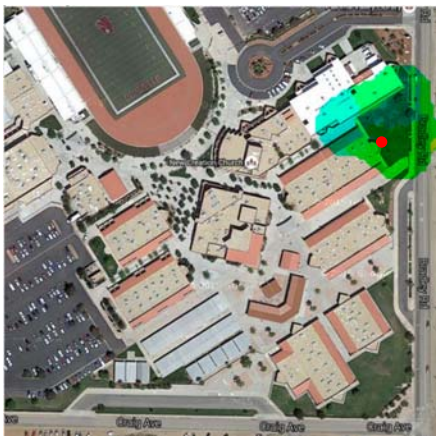

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Paloma Valley High School
Per-AP Heat Maps and Installation Location Photos

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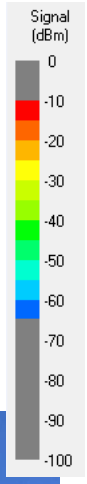
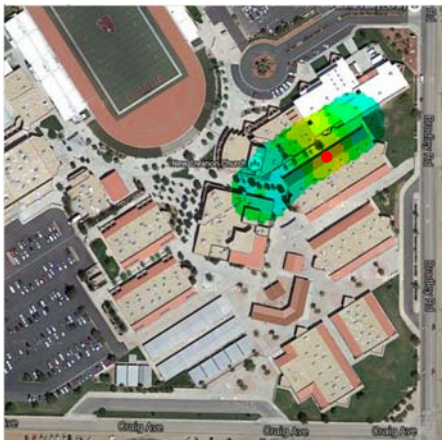
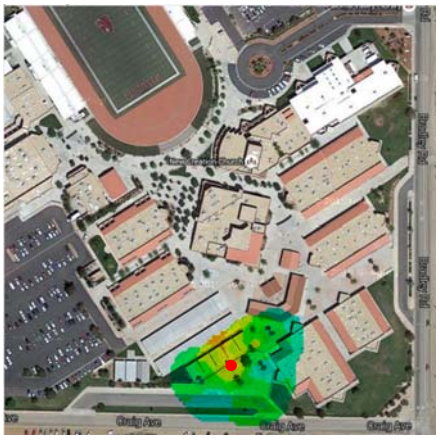




This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.



This AP is installed in the **down-facing** style. See the installation notes at the beginning of this report section for details.

Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos

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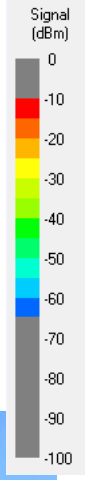

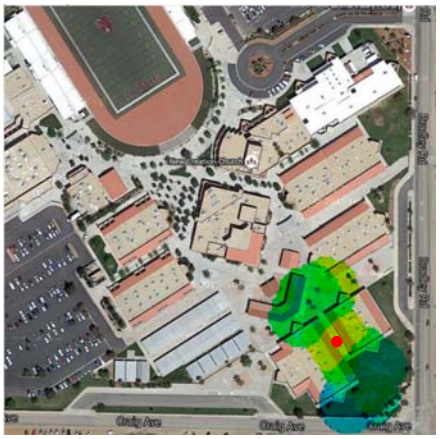

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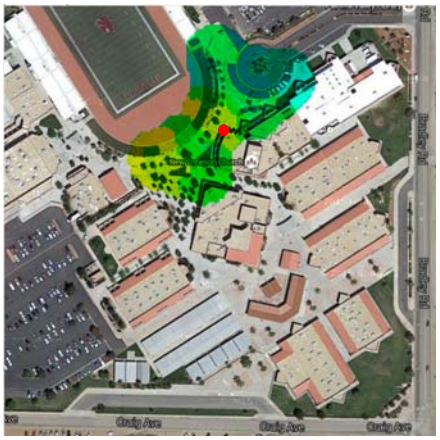
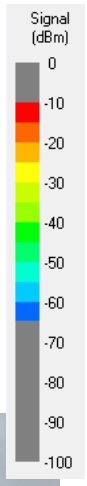


This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.

Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos



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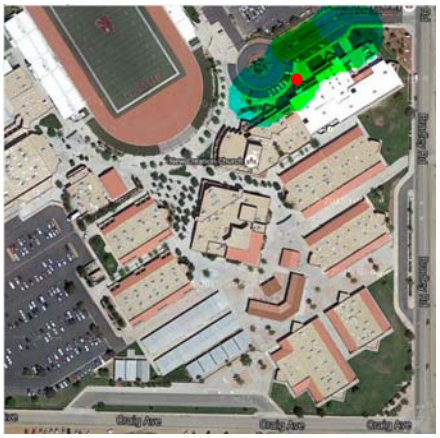
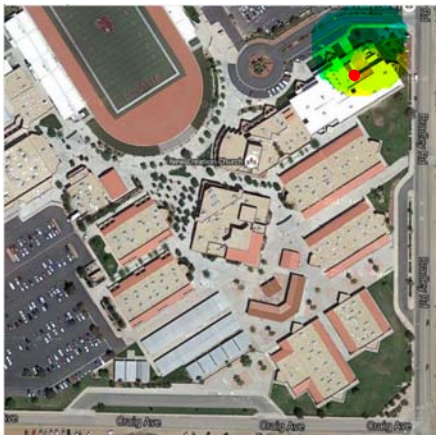


This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.



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Paloma Valley High School

Per-AP Heat Maps and Installation Location Photos

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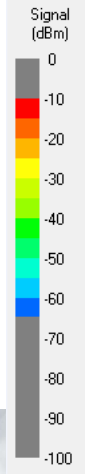
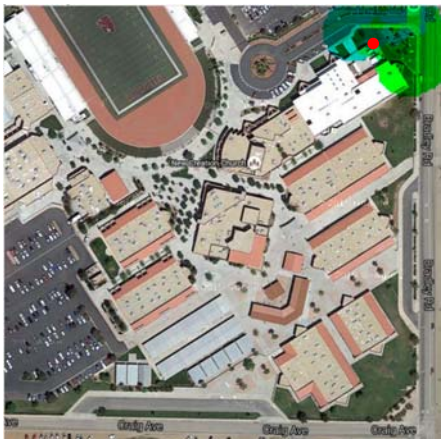
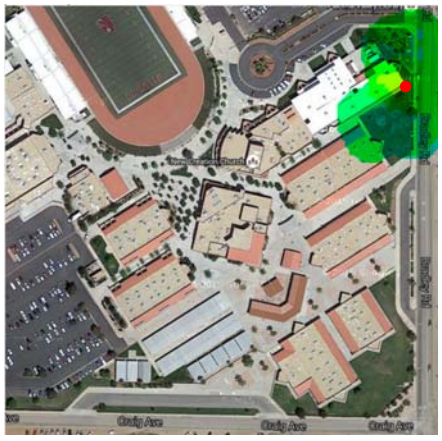




This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.



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Perris High School
Overall Coverage Heat Map

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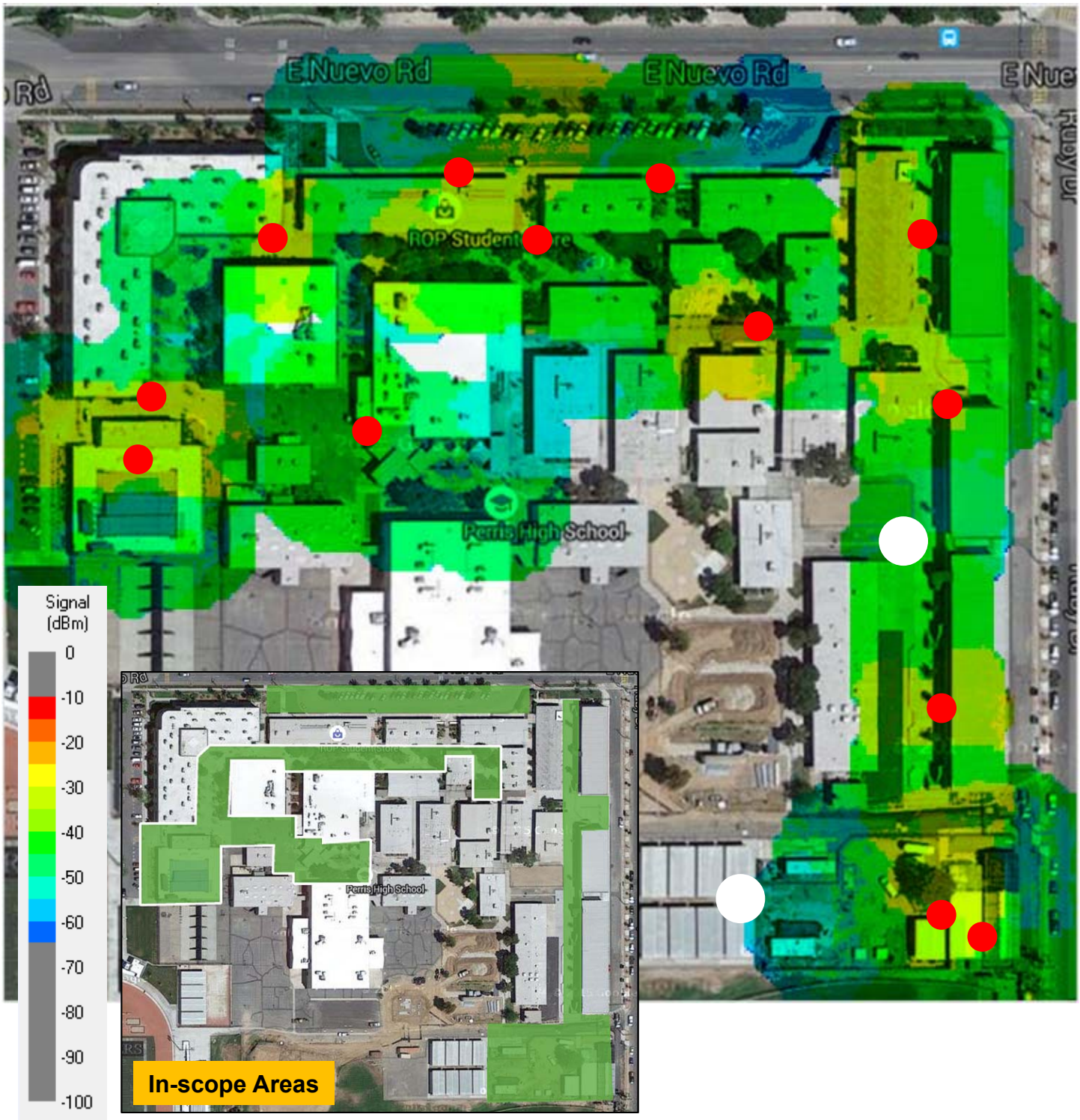

Perris High School

Per-AP Heat Maps and Installation Location Photos

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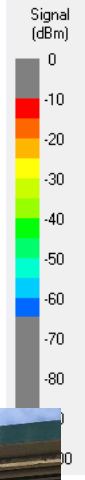

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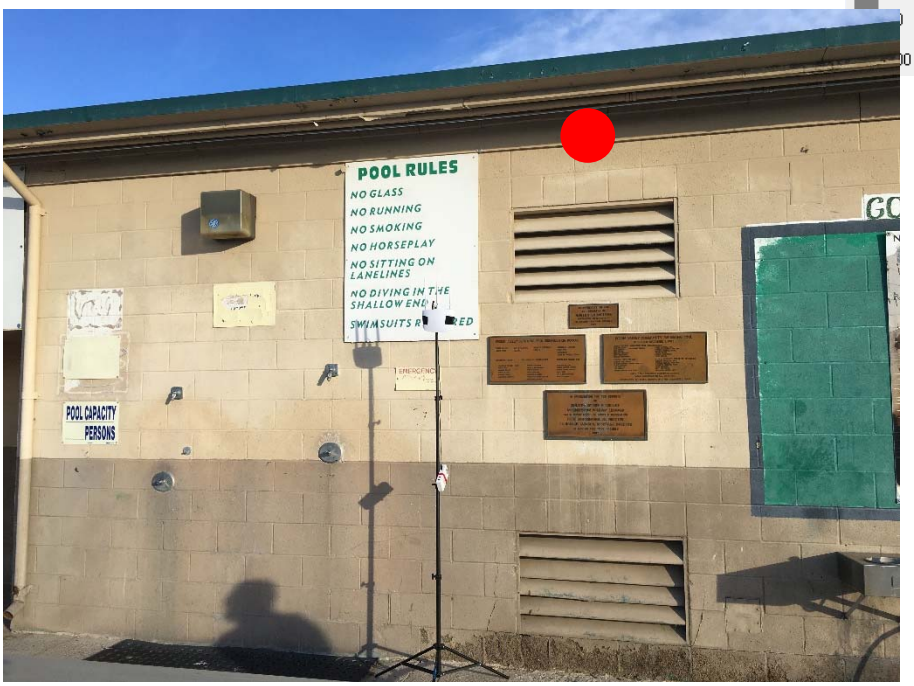

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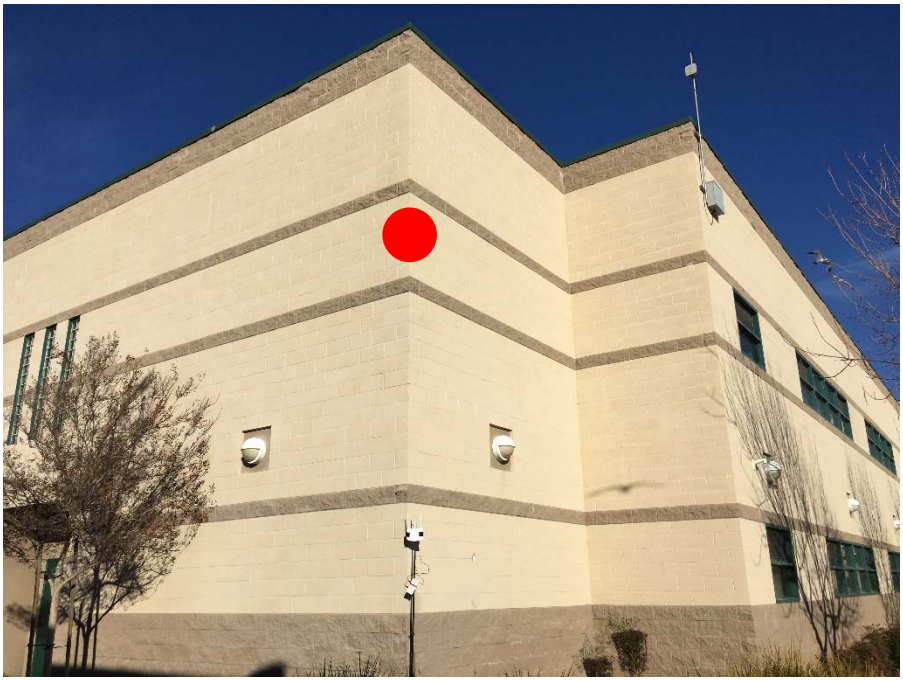

Perris High School

Per-AP Heat Maps and Installation Location Photos

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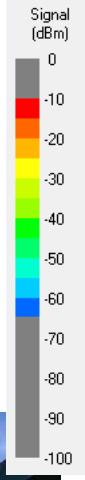

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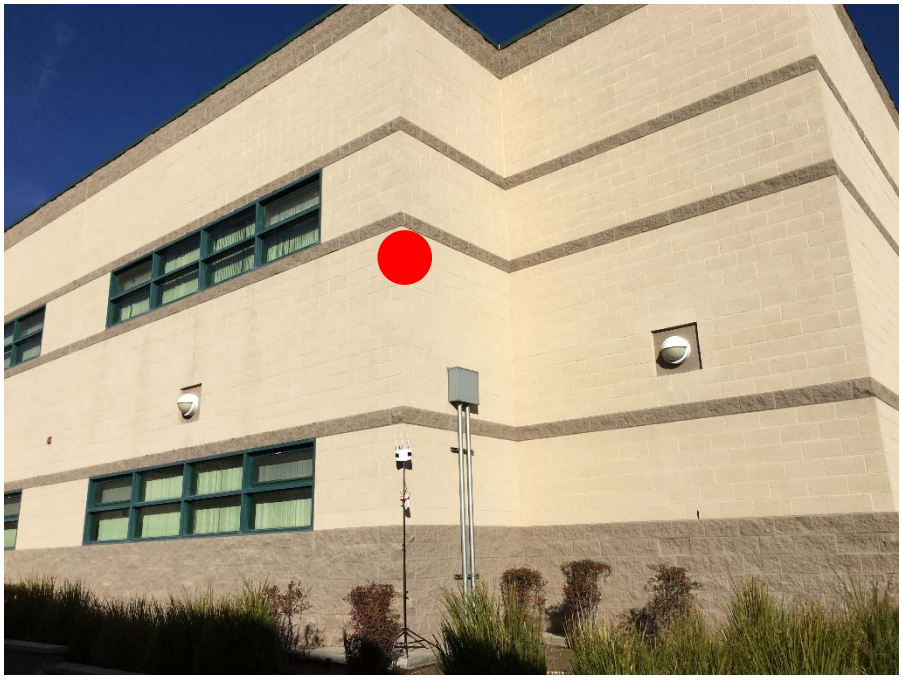

Perris High School

Per-AP Heat Maps and Installation Location Photos

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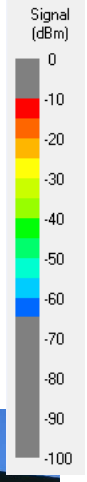

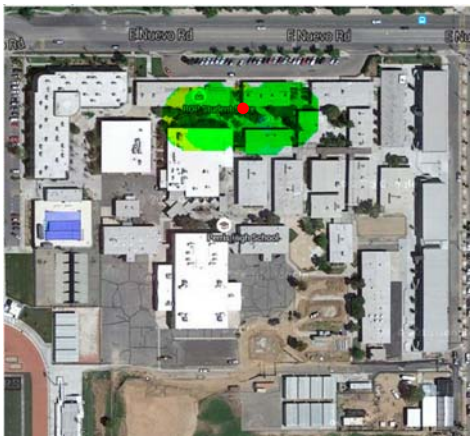

This AP is installed in the **down-facing** style. See the installation notes at the beginning of this report section for details.

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Perris High School

Per-AP Heat Maps and Installation Location Photos

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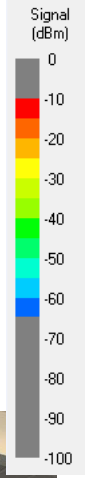

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Perris High School

Per-AP Heat Maps and Installation Location Photos

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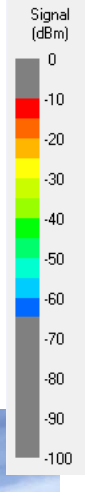

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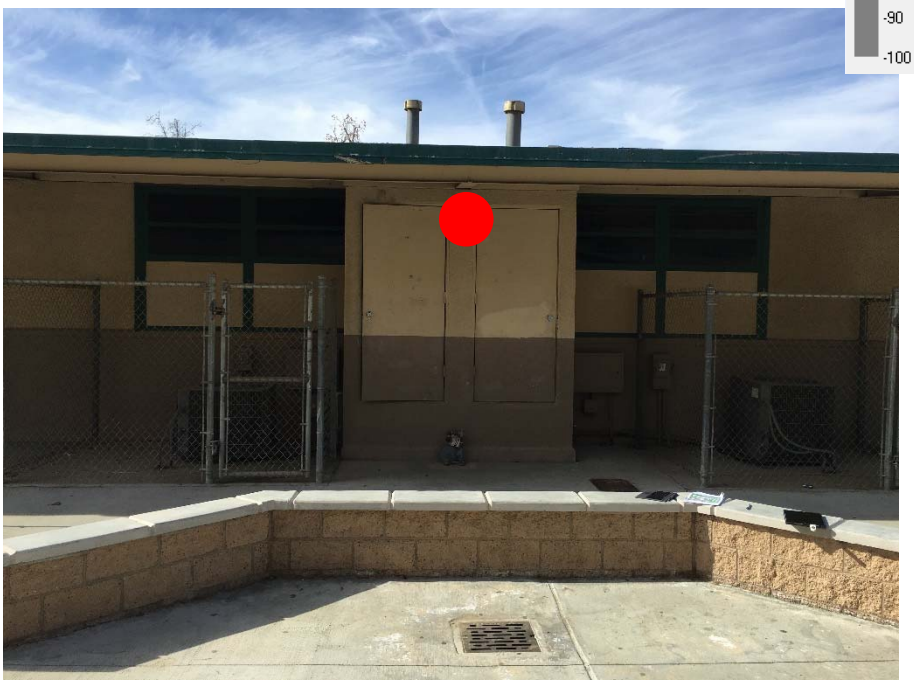

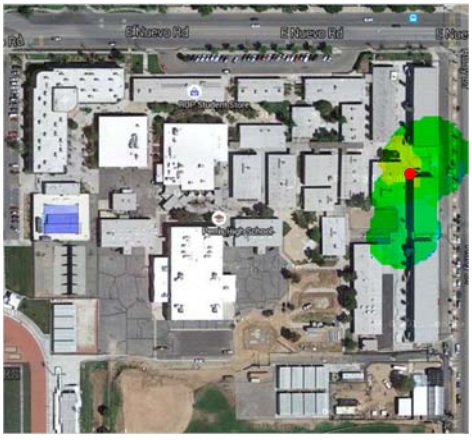

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Perris High School

Per-AP Heat Maps and Installation Location Photos

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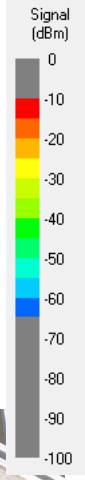

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Perris High School

Per-AP Heat Maps and Installation Location Photos

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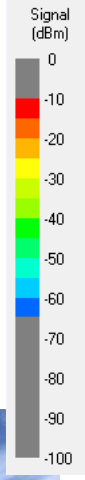

This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.

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The Academy
Overall Coverage Heat Map

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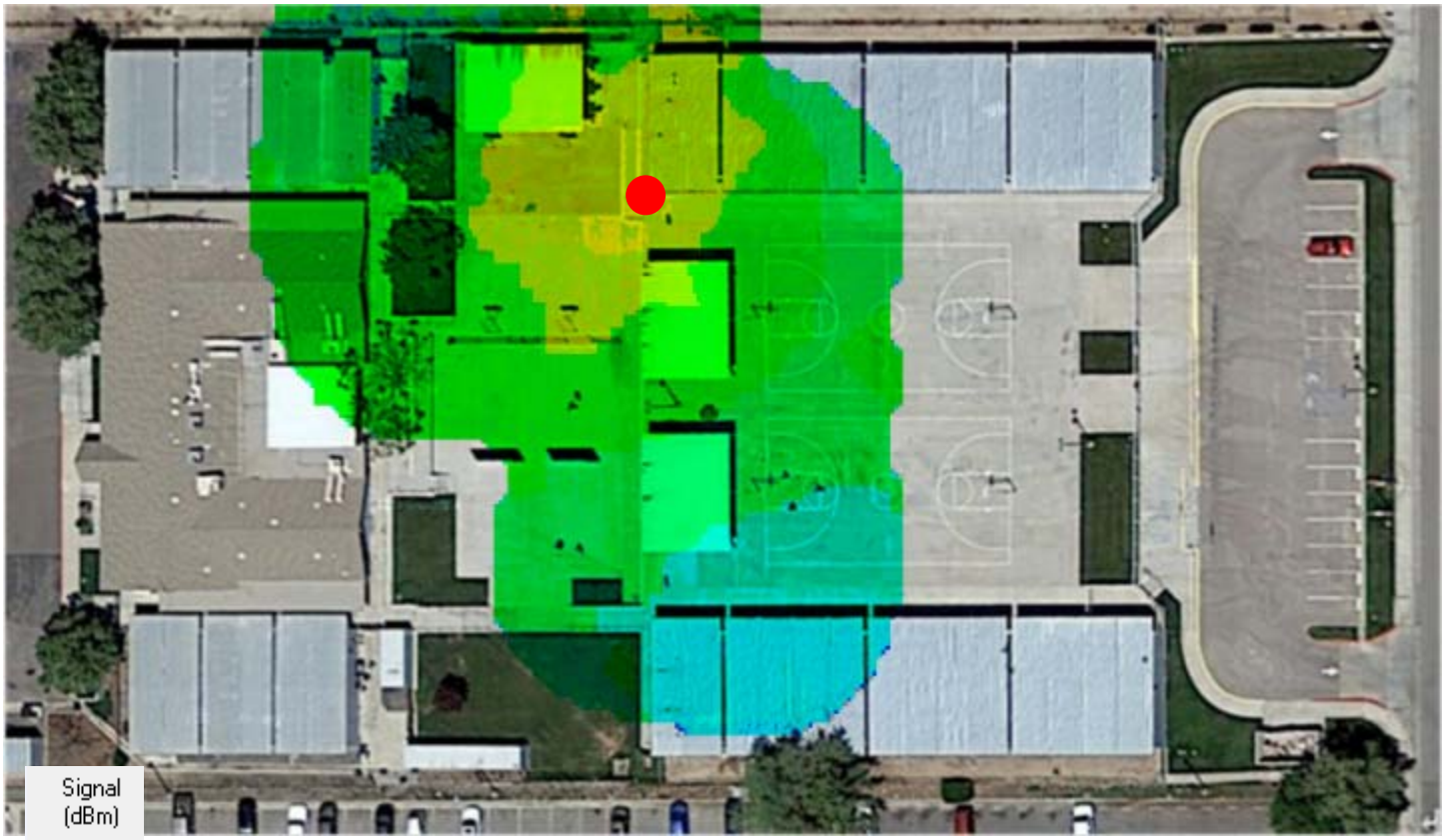

The Academy

Per-AP Heat Maps and Installation Location Photos

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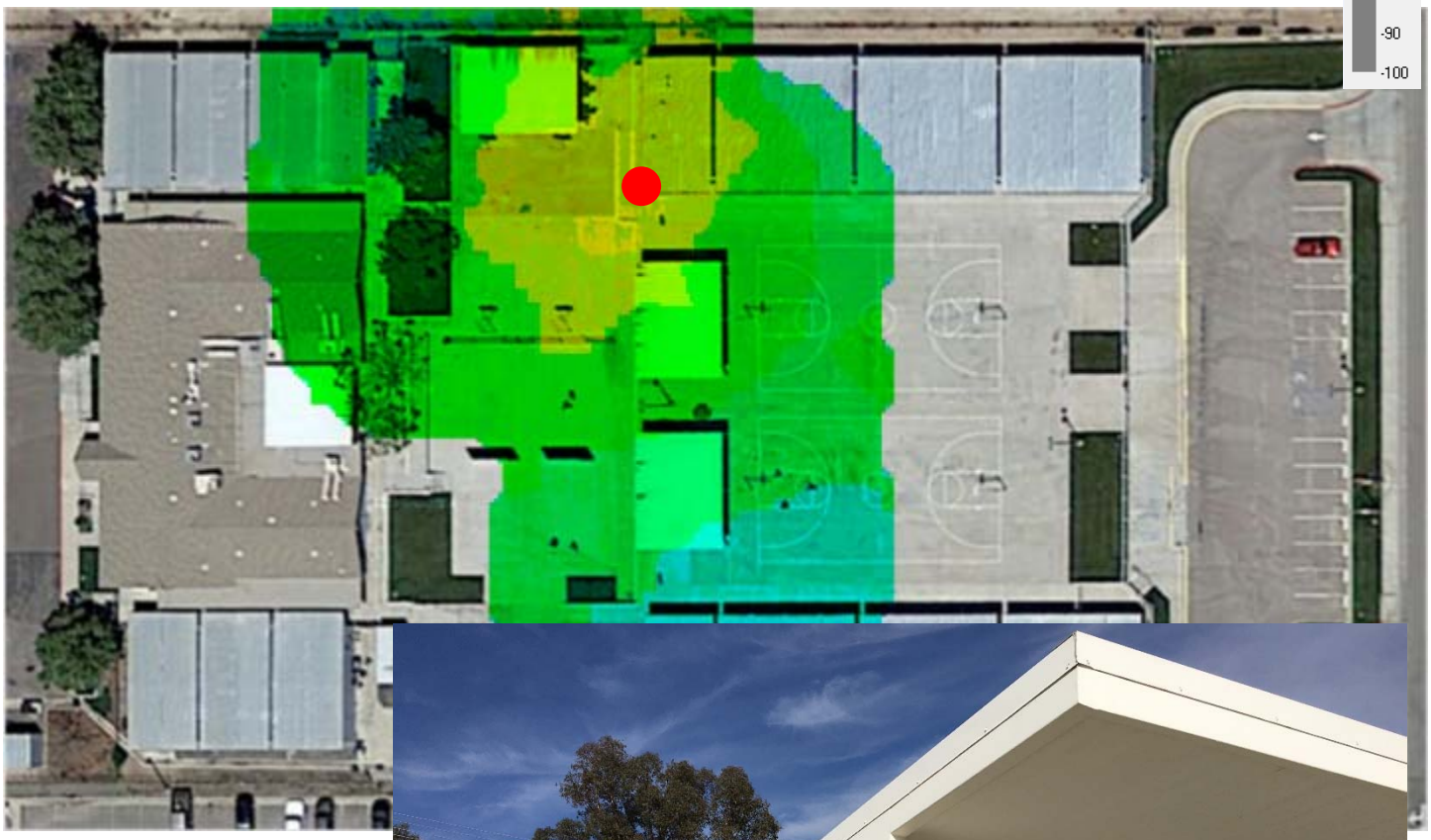

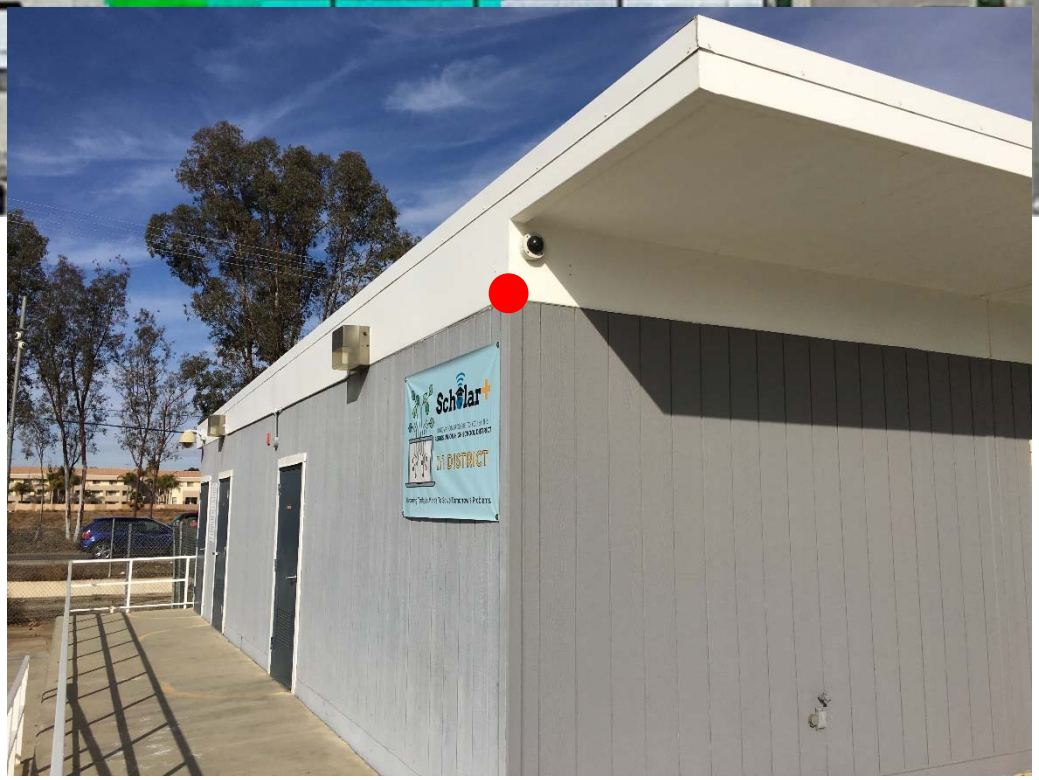

This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.

Perris Lake High School
Overall Coverage Heat Map

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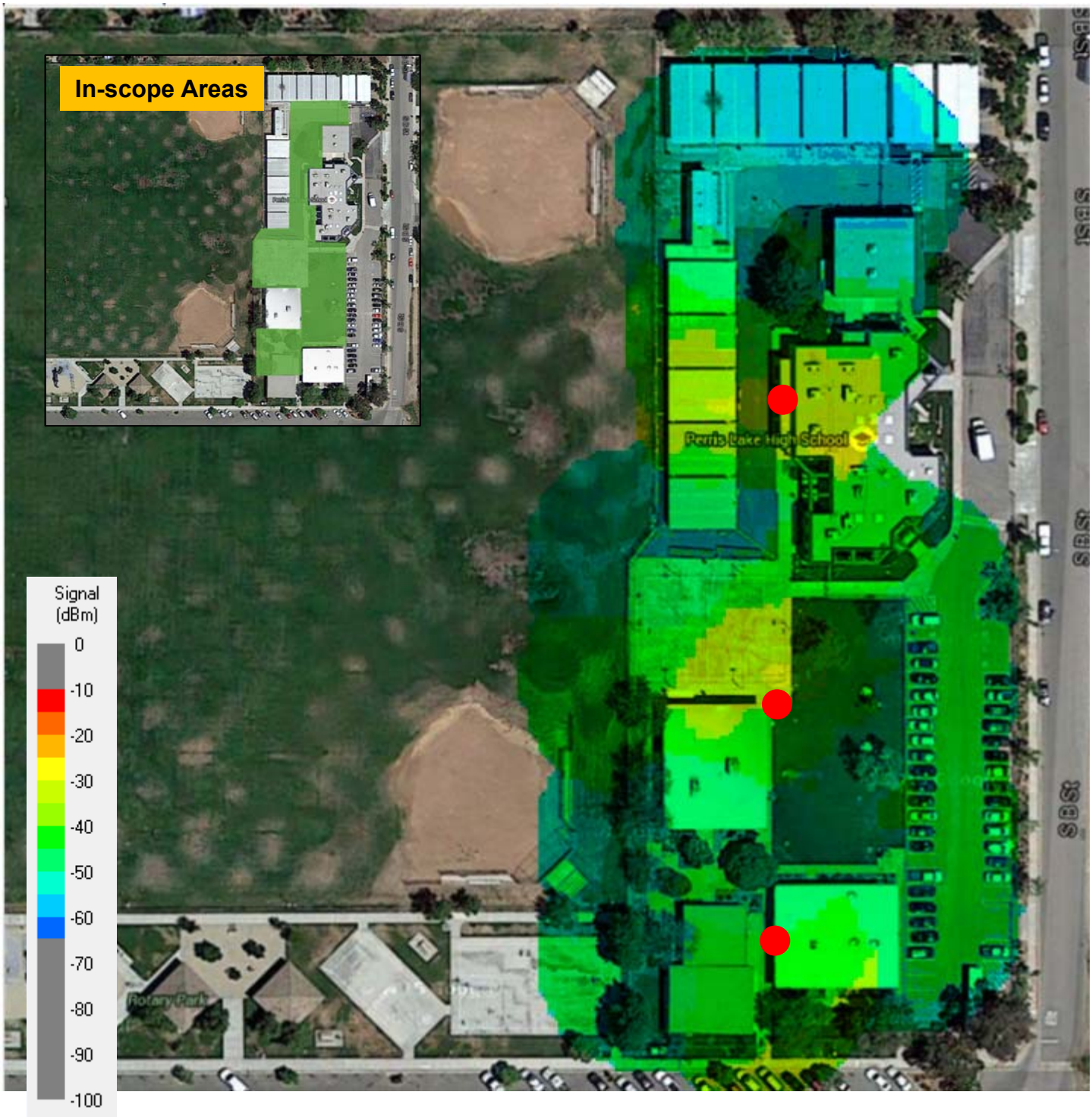

Perris Lake High School

Per-AP Heat Maps and Installation Location Photos

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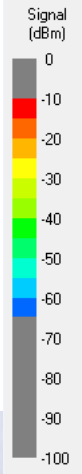

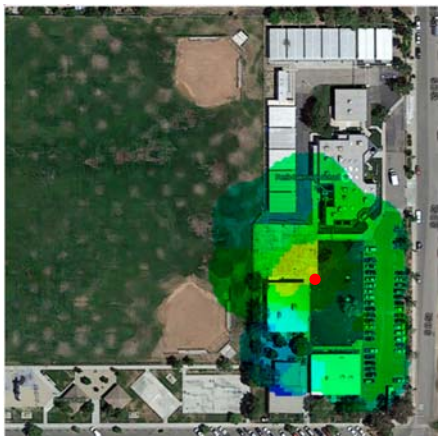

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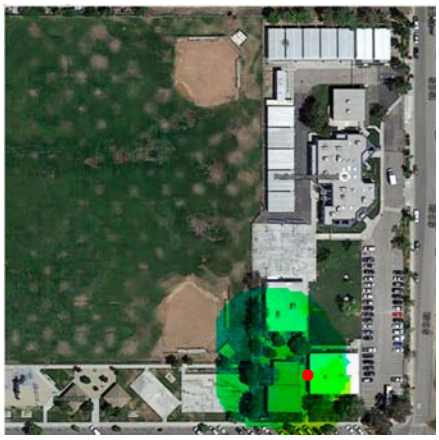

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Perris Lake High School

Per-AP Heat Maps and Installation Location Photos

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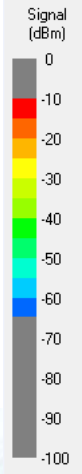
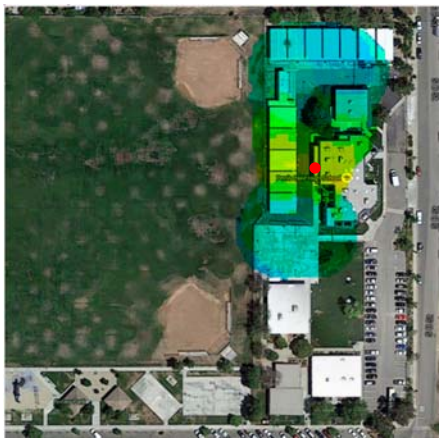
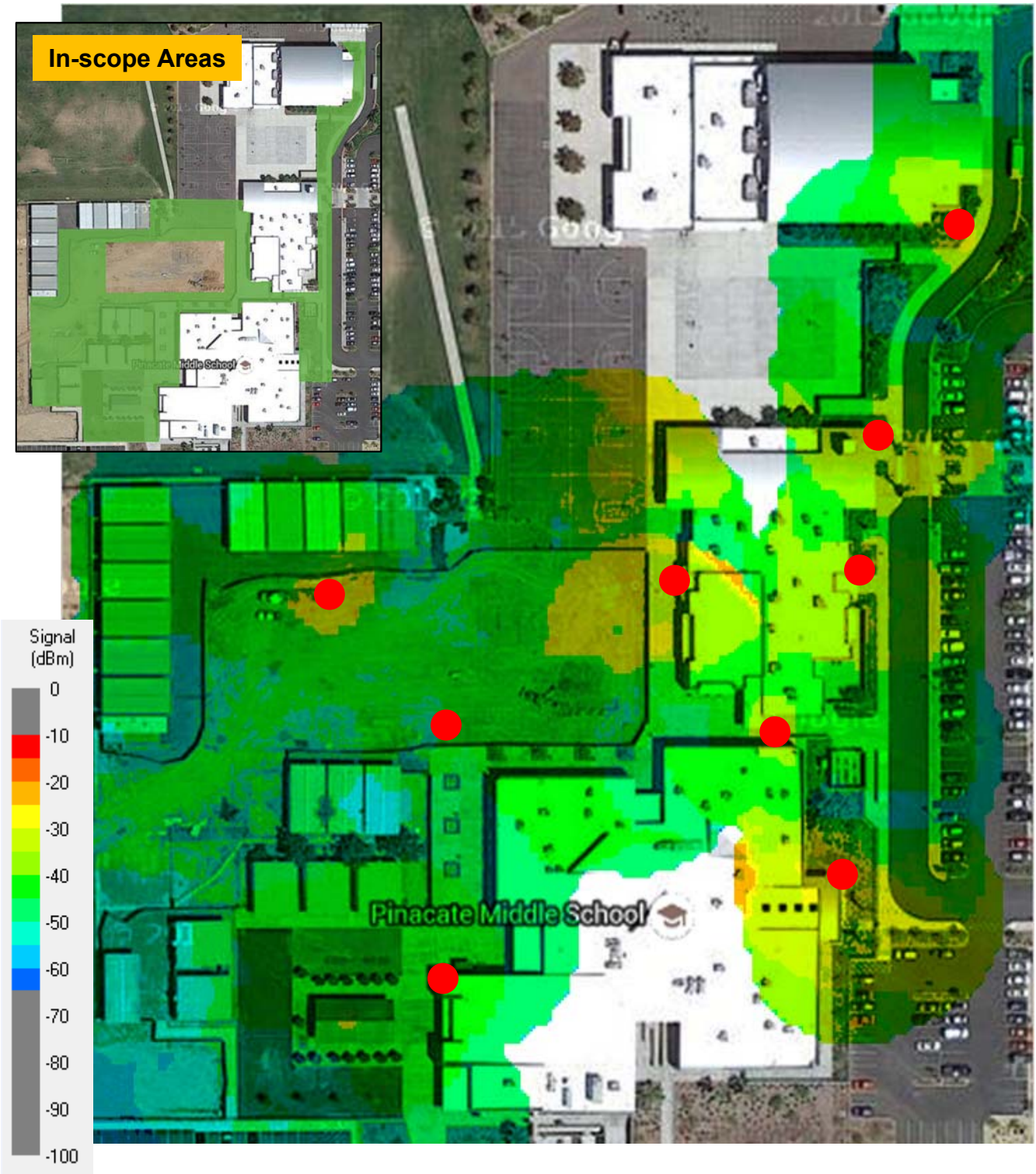




This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.

Pinacate Middle School
Overall Coverage Heat Map

Colored areas on the heat map below are at or above the project signal strength requirement. Areas below the project signal strength requirement would be depicted as a gray heat map. There should be none of these. Areas without a heat map over them were not surveyed.



Pinacate Middle School

Per-AP Heat Maps and Installation Location Photos

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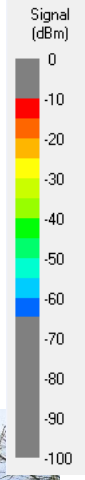
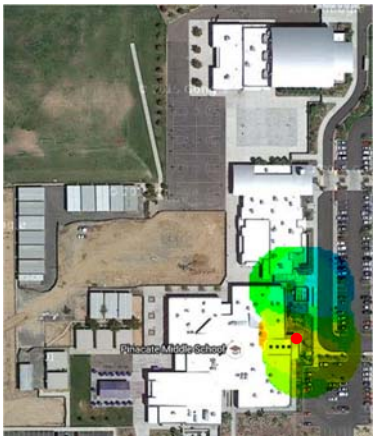
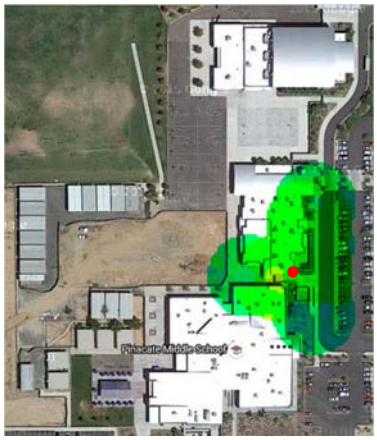
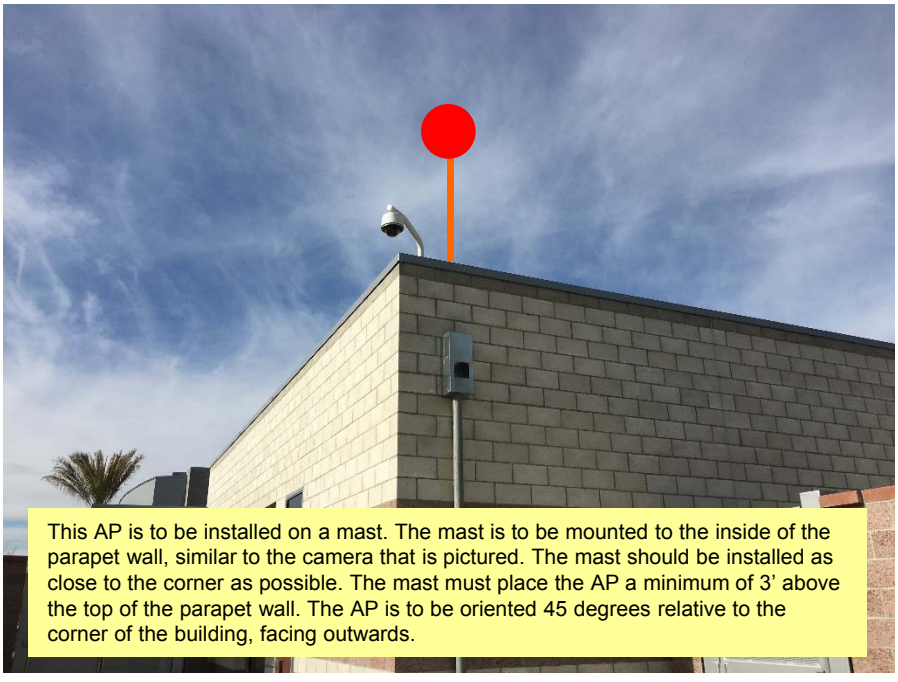




This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.



This AP is installed in the **corner-mounted** style. The AP is installed on a mast, and is oriented at 45° to the building corner. See the installation notes at the beginning of this report section for details.



This AP is to be installed on a mast. The mast is to be mounted to the inside of the parapet wall, similar to the camera that is pictured. The mast should be installed as close to the corner as possible. The mast must place the AP a minimum of 3' above the top of the parapet wall. The AP is to be oriented 45 degrees relative to the corner of the building, facing outwards.

Pinacate Middle School

Per-AP Heat Maps and Installation Location Photos

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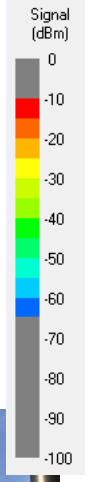

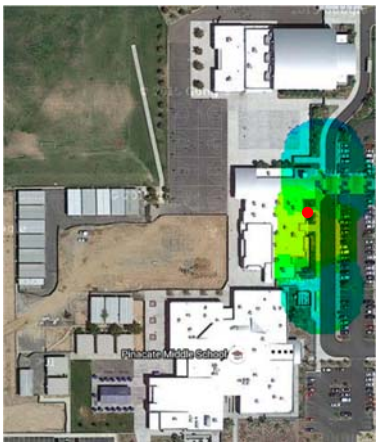

This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.

This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.

Pinacate Middle School

Per-AP Heat Maps and Installation Location Photos

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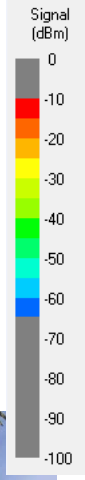
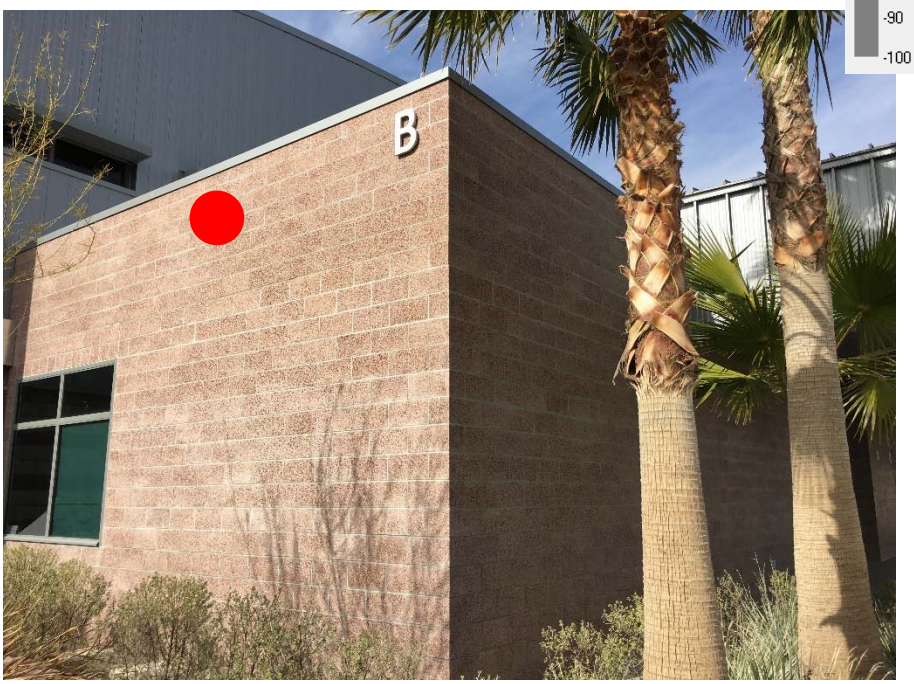
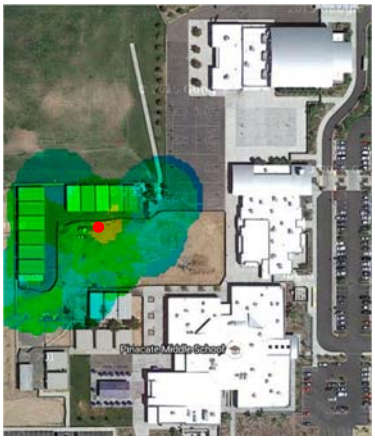
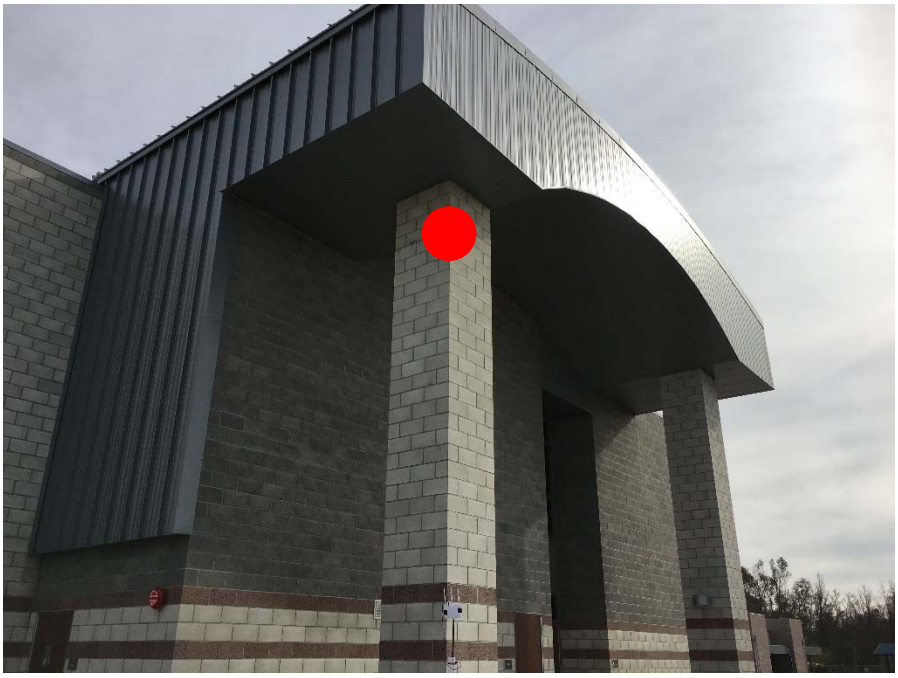


This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.





This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.



Pinacate Middle School

Per-AP Heat Maps and Installation Location Photos

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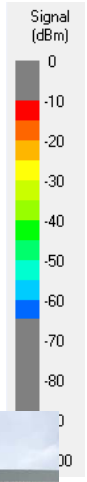
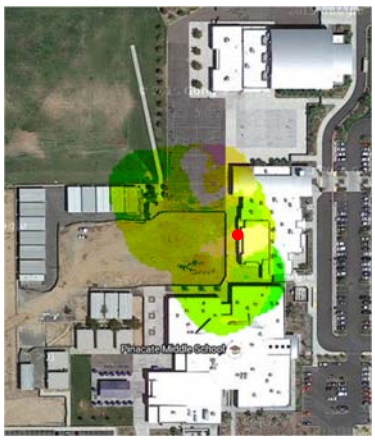
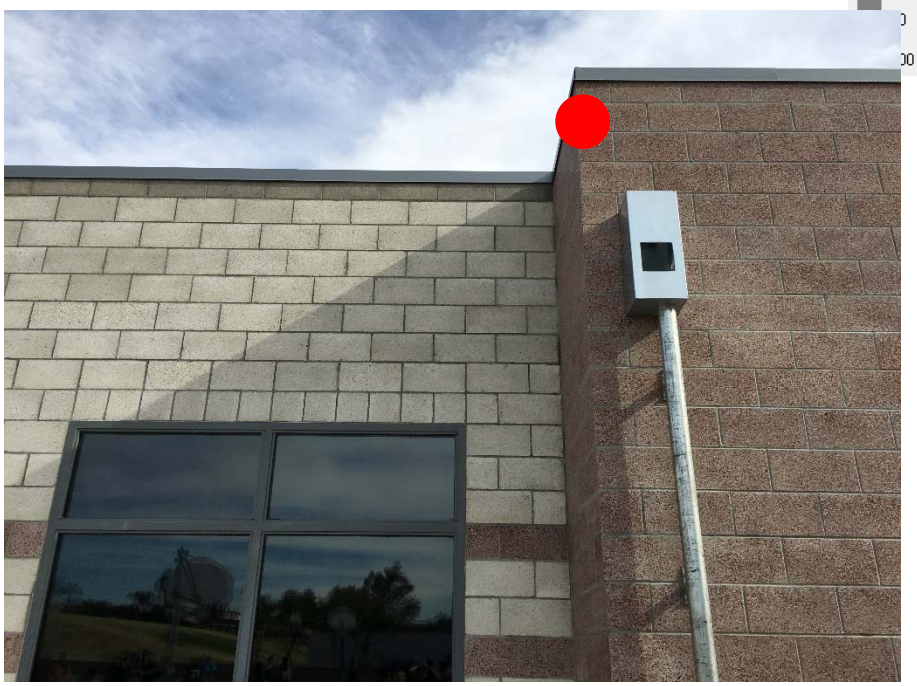
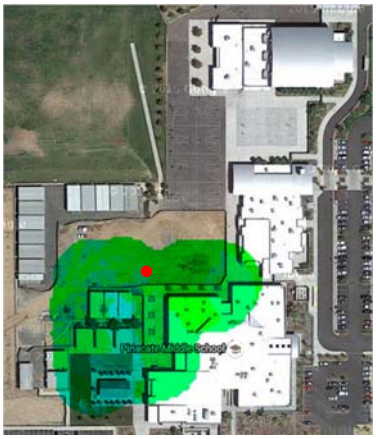




This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.





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Pinacate Middle School

Per-AP Heat Maps and Installation Location Photos

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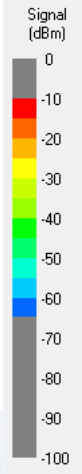
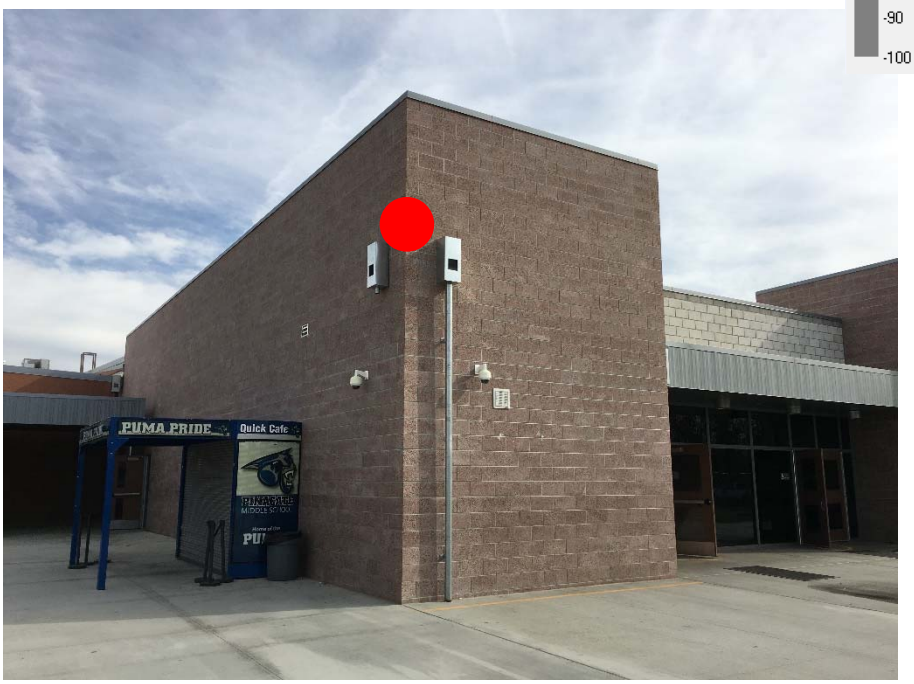


This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.



California Military Institute
Overall Coverage Heat Map

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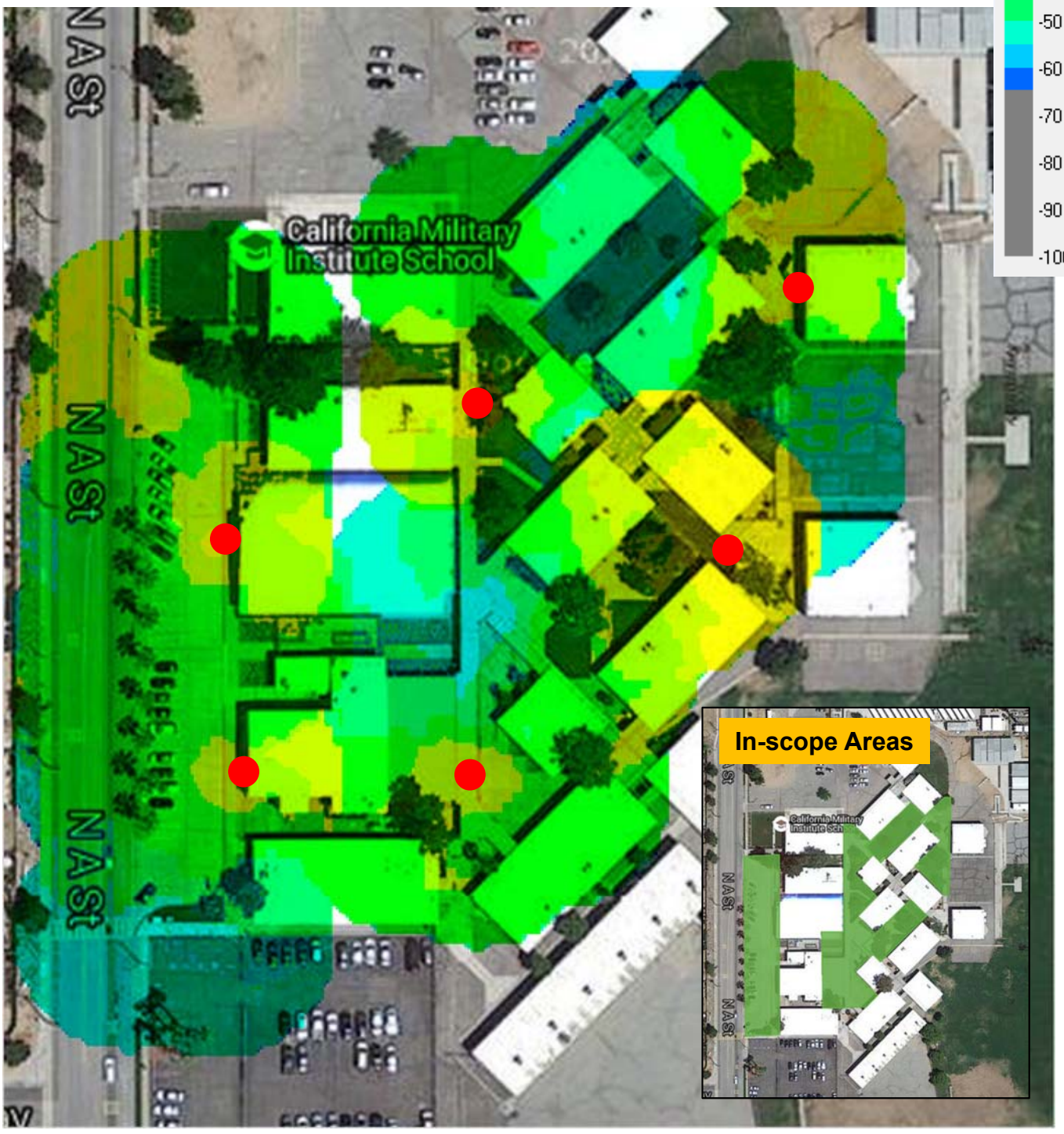
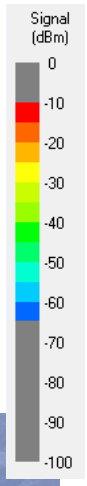


California Military Institute

Per-AP Heat Maps and Installation Location Photos



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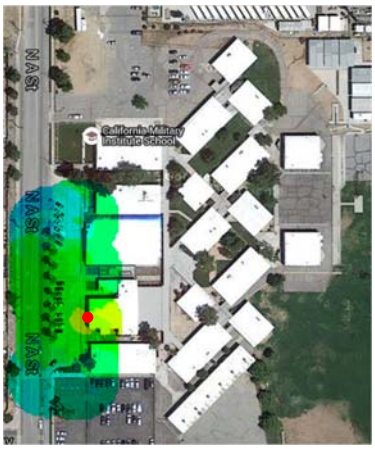
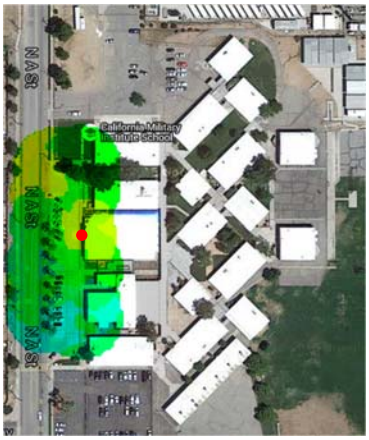


This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.



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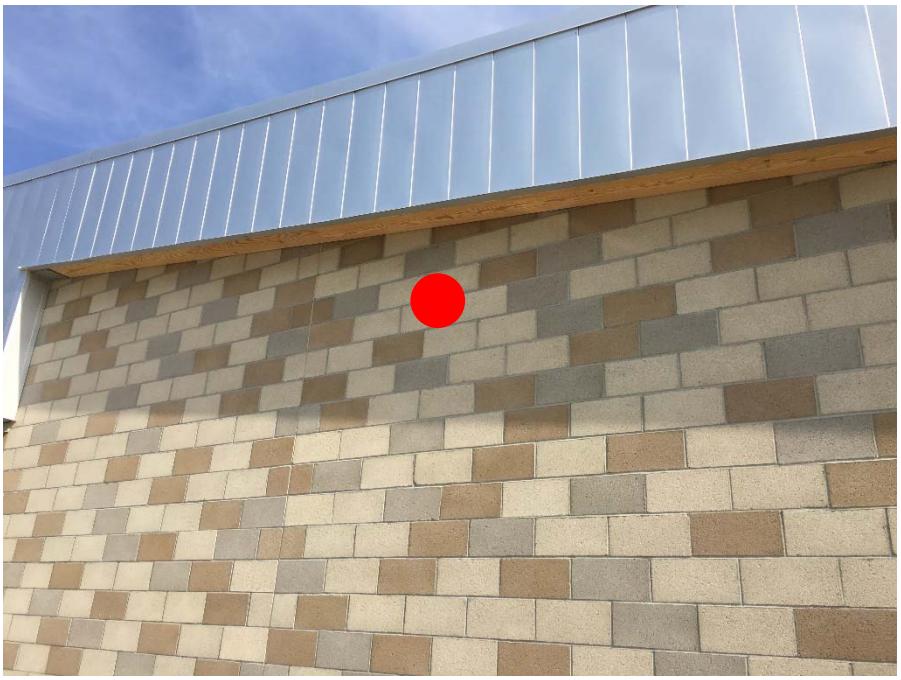
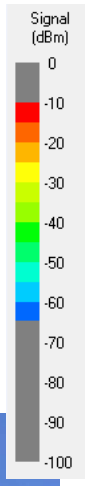


California Military Institute

Per-AP Heat Maps and Installation Location Photos



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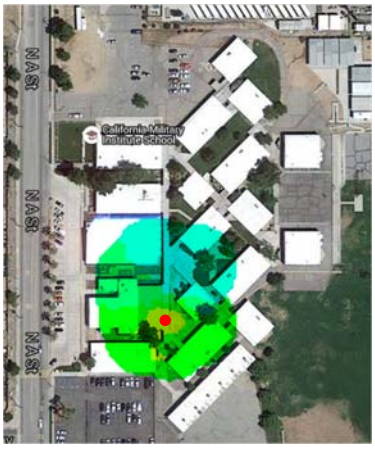
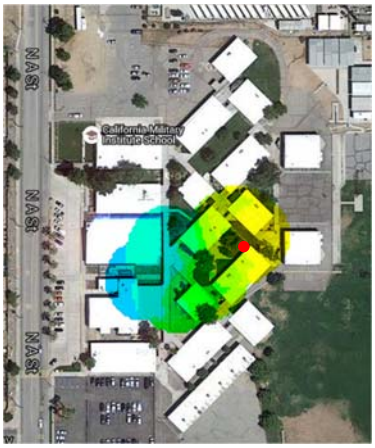


This AP is installed in the **down-facing** style. See the installation notes at the beginning of this report section for details.



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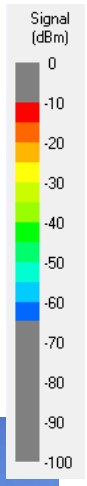
California Military Institute
Per-AP Heat Maps and Installation Location Photos



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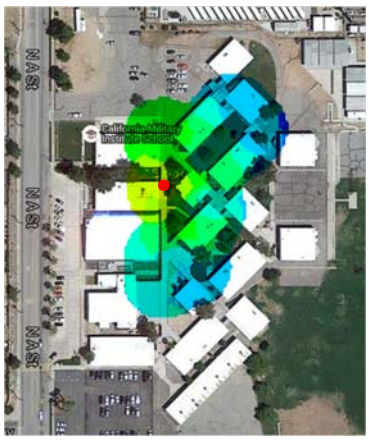
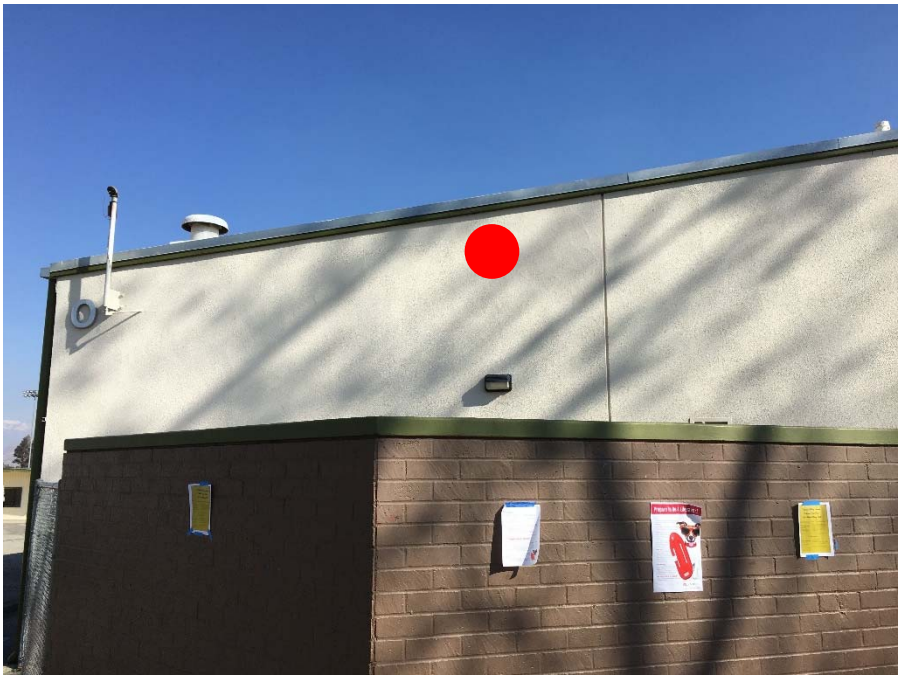


This AP is installed in the **down-facing** style. See the installation notes at the beginning of this report section for details.

This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.



Heritage High School
Overall Coverage Heat Map

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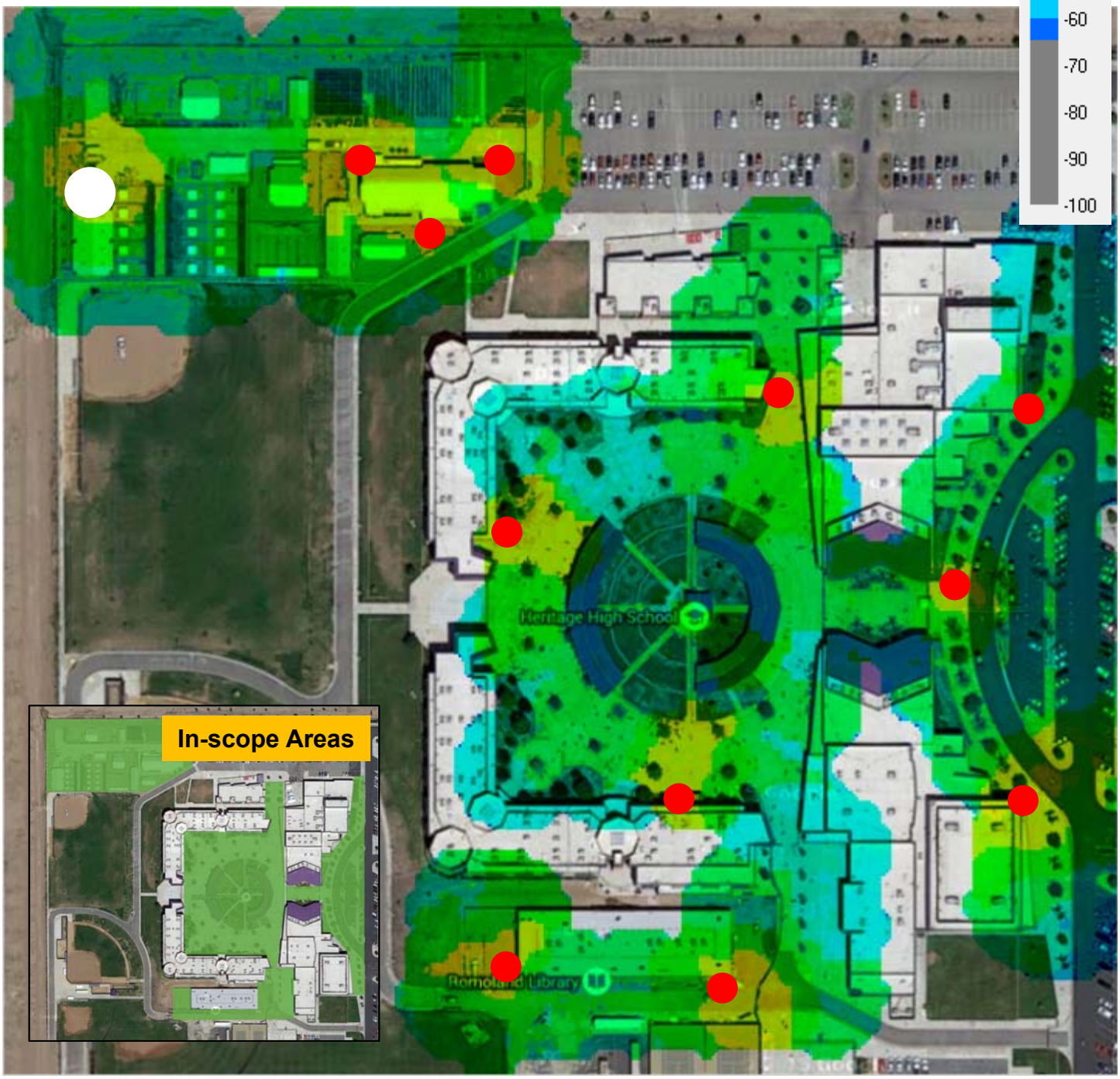

Heritage High School

Per-AP Heat Maps and Installation Location Photos

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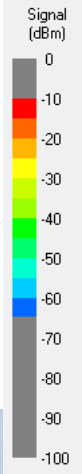

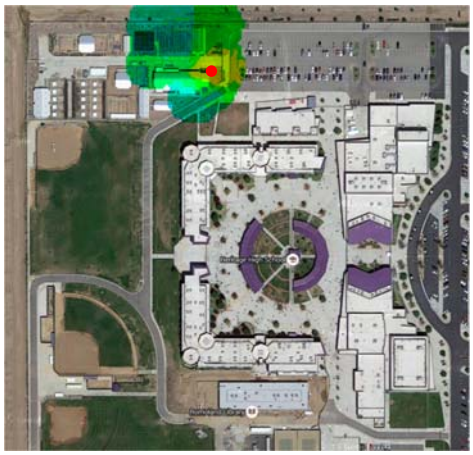

This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.

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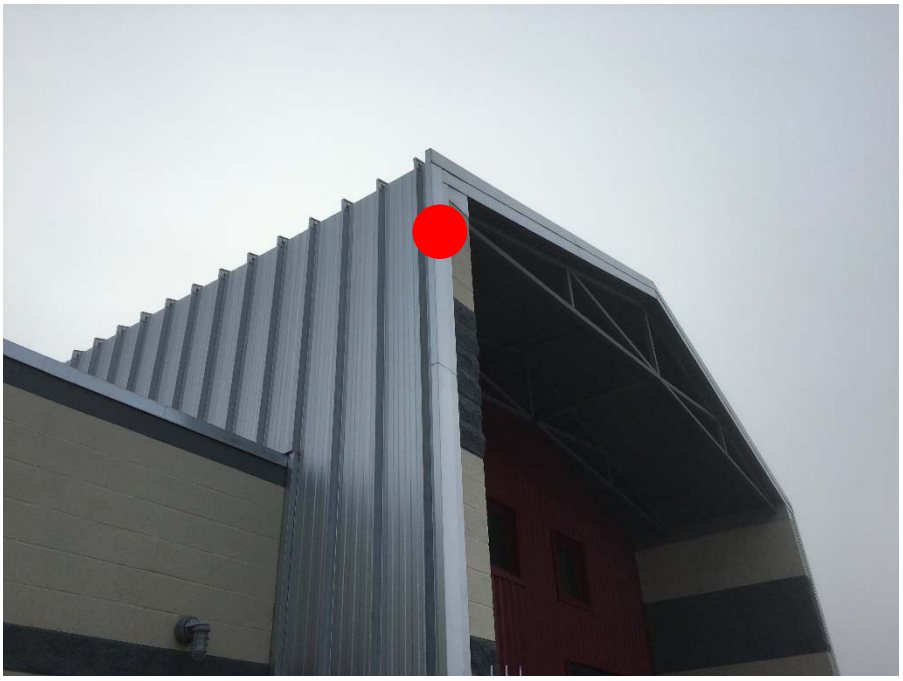

Heritage High School

Per-AP Heat Maps and Installation Location Photos

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Heritage High School

Per-AP Heat Maps and Installation Location Photos

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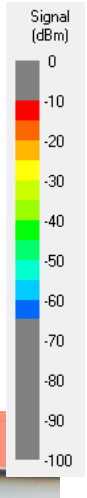
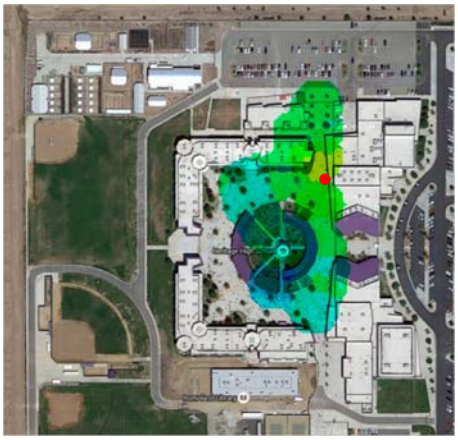
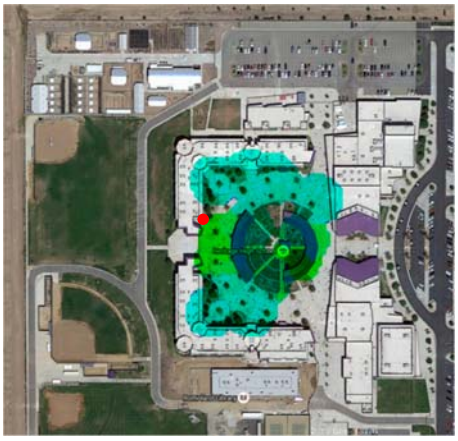




This AP is installed in the **down-facing** style. See the installation notes at the beginning of this report section for details.



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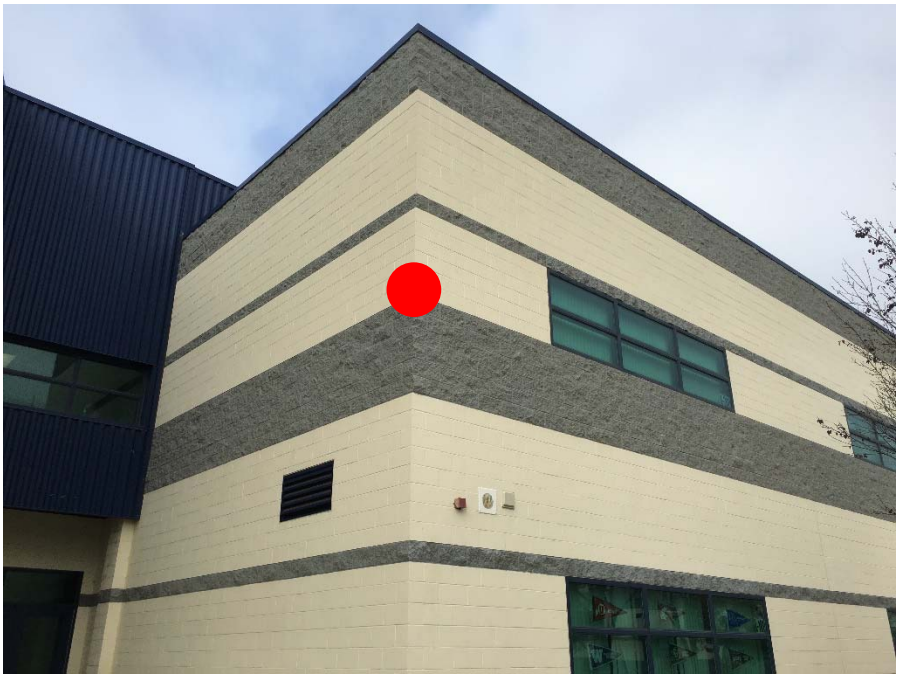

Heritage High School

Per-AP Heat Maps and Installation Location Photos

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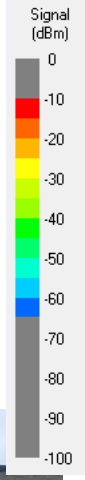
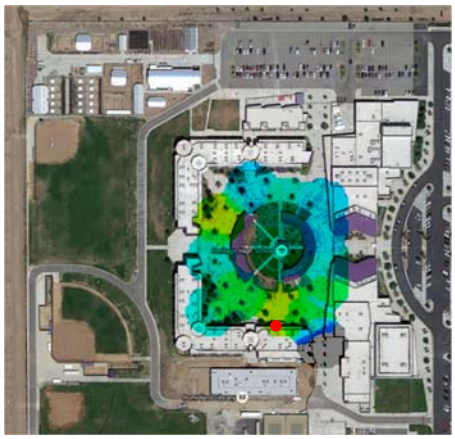
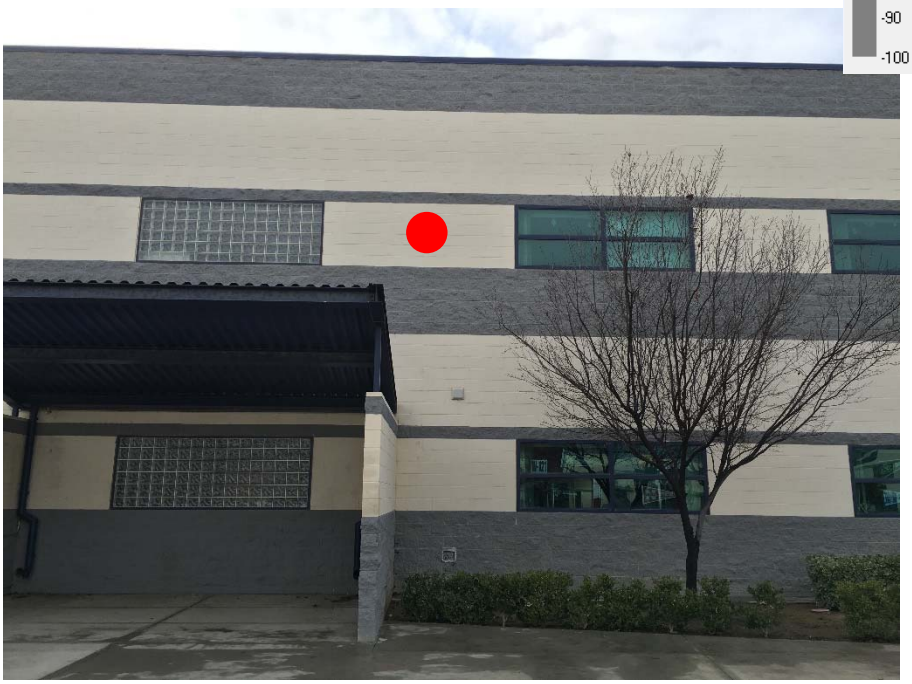
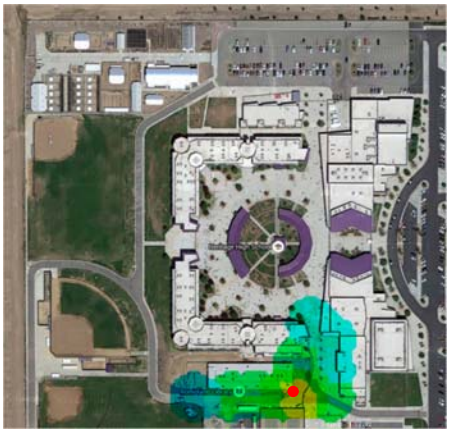




This AP is installed in the **flat-mounted** style. See the installation notes at the beginning of this report section for details.





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Heritage High School

Per-AP Heat Maps and Installation Location Photos

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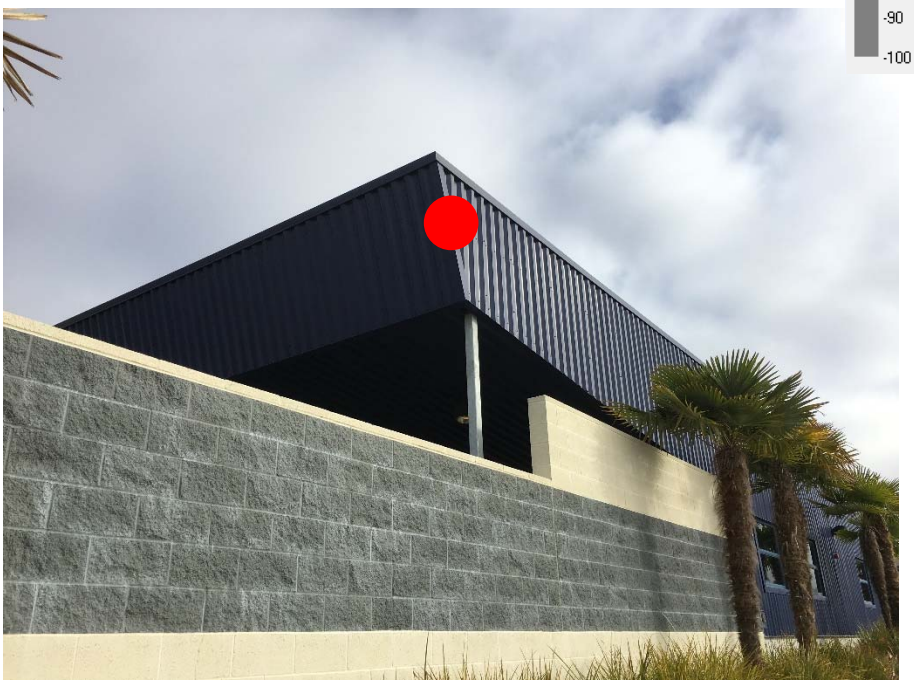

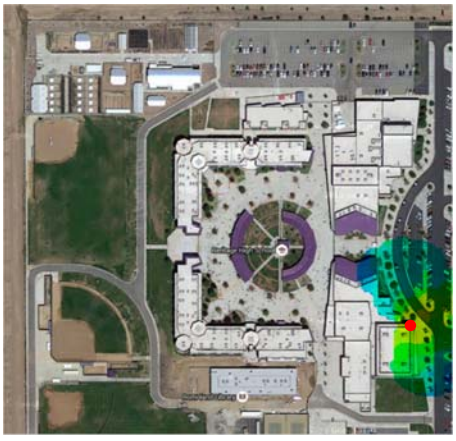

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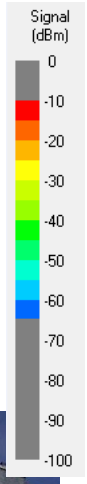
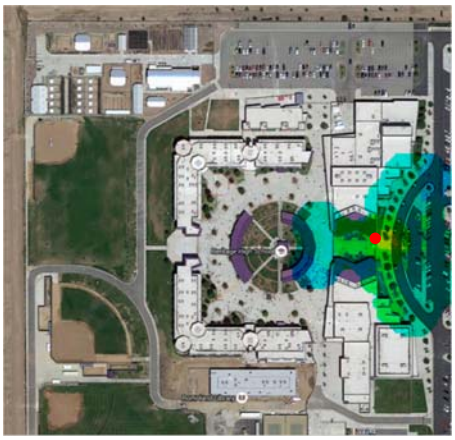
Heritage High School

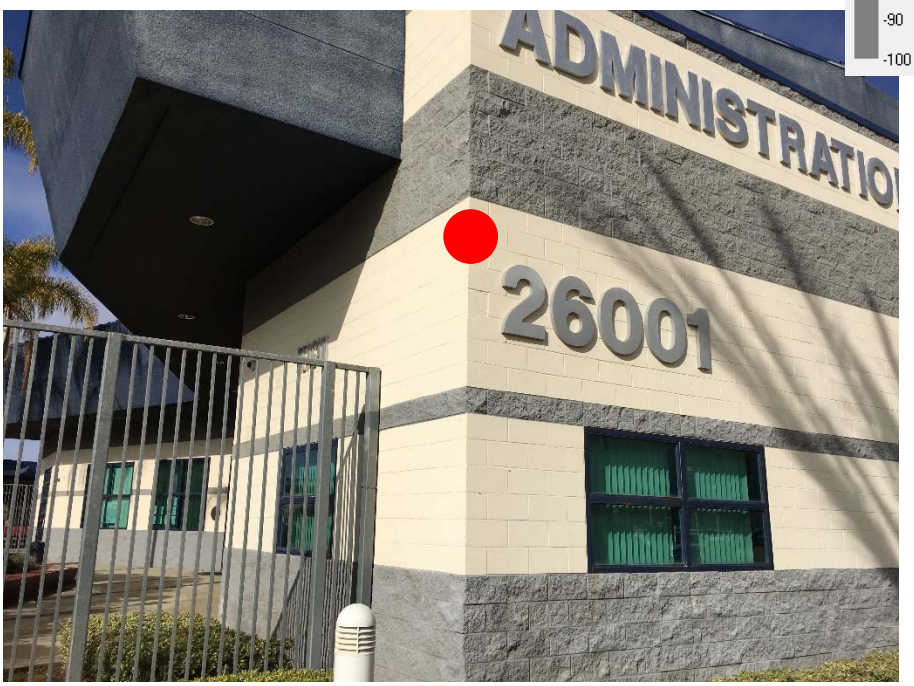
Per-AP Heat Maps and Installation Location Photos

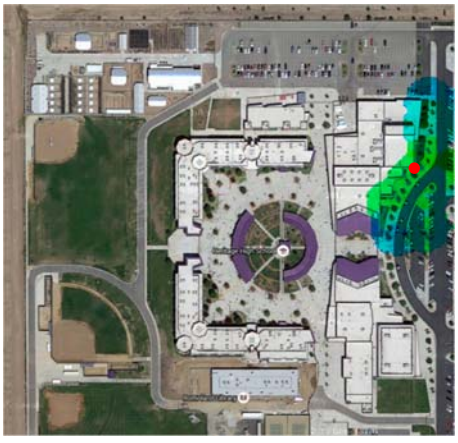
Colored areas on the heat map below are at or above the project signal strength requirement. Areas below the project signal strength requirement would be depicted as a gray heat map. There should be none of these. Areas without a heat map over them were not surveyed.



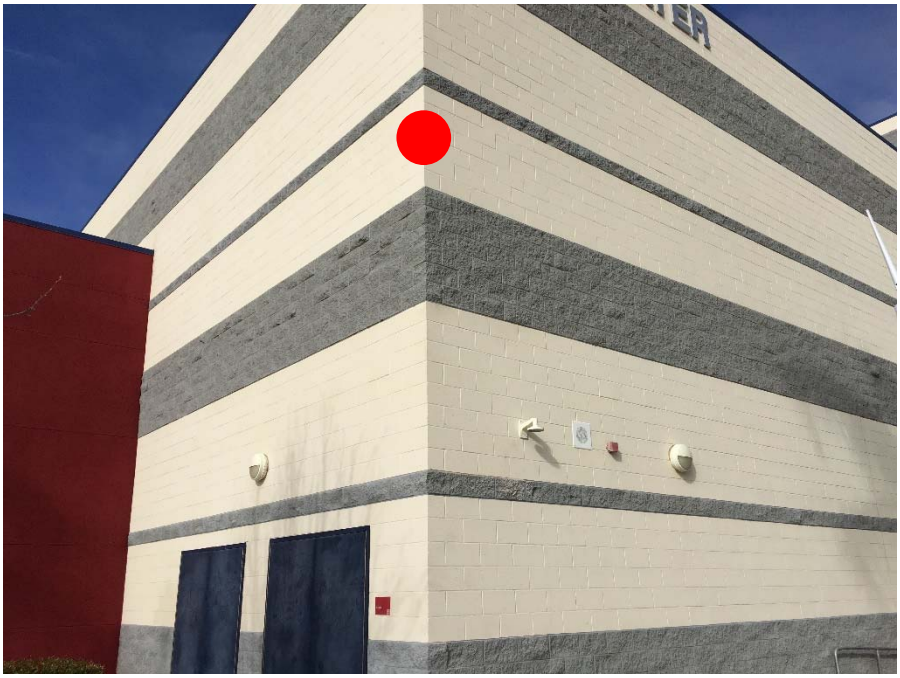


This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.





This AP is installed in the **corner-mounted** style. See the installation notes at the beginning of this report section for details.



PERRIS HIGH SCHOOL

PERRIS UNION HIGH SCHOOL DISTRICT

RUBY DRIVE

NUEVO ROAD

GATE

FENCE LINE

SCORE BOARD

BLEACHERS

RAMP

STAIRS

GENERATOR

CONTROL BOOTH

CRP

IR TIMER

FIRE DEPT PADLOCK

2609 2608 2607 2606 2605

2604 2603 2602 2601

COMMUNICATION VAULT

GYMNASIUM

WRESTLING RM

ACTIVITY RM

LOBBY

SNACK BAR

OLD GYM

HANDBALL COURT

SHELTER

DAY CARE

OFC

COACH

B-LOCKER RM

RR

ATHLETIC POOL

EQUIPMENT STRG

STUDENT STORE

MAIN WATER SHUT OFF

CR

KITCHEN

DR.S

SERVING

LOUNGE

STAGE

MULTI- PURPOSE

HALL

AUDIO VR

WRK RM

LIBRARY

BOOK RM

HALLWAY

RM

LOUNGE

1ST FLOOR BUILDING FOOTPRINT

FH

MAIN DUCT

BT

COM RM

STRG

LAB

ROP CAD

DRAMA

OCD CR

CR ART

WR

CR CERAMICS

DAY CARE

CAREER CENTER

COUNS

SW

S-WRK RM

CONF

SUPPLY RM

1ST FLOOR FOOT PRINT

2ND FLOOR FOOT PRINT

ELEVATOR

UP

RM8101 RM8102 RM8103 RM8104 RM8105 RM8106 RM8107 RM8108 RM8109

RM7101 RM7102 RM7103 RM7104 RM7105

RM6101 RM6102 RM6103 RM6104 RM6105 RM6106 RM6107

RM8201 RM8202 RM8203 RM8204 RM8205 RM8206 RM8207 RM8208 RM8209

RM7201 RM7202 RM7203 RM7204 RM7205

RM6201 RM6202 RM6203 RM6204 RM6205 RM6206 RM6207

1ST FLOOR

2ND FLOOR

N

PALOMA VALLEY HIGH SCHOOL

PERRIS UNION HIGH SCHOOL DISTRICT

CRAIG AVENUE

BRADLEY ROAD

N

HERITAGE HIGH SCHOOL

PERRIS UNION HIGH SCHOOL DISTRICT

2ND FLOOR BUILDING FOOT PRINT

1ST FLOOR

ARC

STEM

BRIGGS ROAD

MAIN ENTRANCE

FENCE CONTINUES WEST

GATE

BLEACHERS

CONCESSION

LIBRARY

GYM K124

THEATER LOBBY

DELIVERY OUTSIDE

FOOD SERVICE

CAFETERIA R123

R150 CHOIR

R148 BAND

R147 DRAMA

R143

R132

STRG OUTSIDE

RAMP

LUNCH AREA

FIRE LANE

FIELD CONTINUES TO A STREET

ELLIS AVENUE

B STREET

CR
CR
STRG
EATING SHELTER
GATE
GR
ST203
CR
STRG
SC
KTC
OFC
CONF
OFC
MULTI-PURPOSE
FR
OFC
OFC
OFC
OFC
GATE
GATE
GATE
GATE
RM5
RM6
RM7
RM8
RM9
GATE
GATE
GATE
RM001
RM002
RM003
RM004
RM005
RM006
RM007
GATE
GATE
OFC
OFC
OFC
LOBBY
CR
CR
CR
STRG
STRG
LIBRARY
OFC
CC
STRG
LOUNGE
GATE
GATE
GATE
GATE
OFC
STRG
OFC
GATE
GATE
SLIDING GATE
SLIDING GATE

PERRIS LAKE HIGH SCHOOL

PERRIS UNION HIGH SCHOOL DISTRICT

N

RM 801

RM 406

RM 405

RM 404

RM 403

RM 402

RM 401

STRG

STRG

RM 412

RM 411

RM 410

RM 409

RM 408

RM 407

CC

RM 701

RM 702

RM 703

RM 704

RM 705

RM 706

RM 605

RM 604

RM 603

RM 602

RM 601

FH

MOUNTAIN AVENUE

RM 202

RM 203

RM 204

RM 201

POD

RM 200

RM 205

RM 206

OFC

WRK RM

HALL

OFC OFC OFC

OFC

OFC S OFC

CL

GATE

ATT

NRS

OFC SEC

OFC

CC

FAC

OFC SEC

CF

OFC

OFC

SEC

RM 104

RM 103

RM 102

RM 101

WRK RM

ST

ST

ST

ST

RM 307

OFC

OFC

WRK RM

GATE

CL

RM 306

RM 305

RM 304

RM 301

RM 302

POD

RM 303

ADMINISTRATION BUILDING

A-3, E, TYP.E B-B

04-111163

GYMNASIUM BUILDING

A-3, E, TYP.E B-B

04-111163

FROM ADMINISTRATION

RESIDENTIAL AREA

House

House

House

House

House

House

A STREET

PINACATE MIDDLE SCHOOL

PERRIS UNION HIGH SCHOOL DISTRICT

N

GATE
PEDESTRIAN CROSSING
GATE
GATE
LP
LP
COMMUNICATION TOWER
COM
X
WORKSHOP
PAINT
ELECTRICAL
LP
WAREHOUSE
M&O
GATE
GATE
T
T
T
T3
T2
T1
GATE
LP
BUS BARN
SUMP DRAIN
WASH STATION
LP
GATE
LP
LP
GATE
HANDBALL COURET
GATE
LP
LP
LP
GATE
GATE
Boys locker room
Girls locker room
S1 – S2
P1- P2
N1- N3
K1 - K2
I1-I3
H1-H2
Q1 – Q2
ART
LIBRARY
F
G1-G3
R1 – R6
T
T
T
T
T
T
T
CHOICE 2000
D1- D2
MPR
ADMIN
GATE
GATE
GATE
GATE
GATE
GATE
GATE
GATE
FH

Charter School Facility

EAST 7TH STREET

SIDEWALK

STORM DRAIN CANAL

STORM DRAIN CANAL

ACCESSES ROAD

REDLANDS AVENUE

GATE

GATE

GATE

WATER SHUT OFF

FH

GATE

FH

FLG

RM100

RM101

RM102

STRG

CC

SHADE SHELTER

RAMP

STAFF

STAFF

STRG

RM103 BOOK ROOM

RM104 WEIGHT ROOM

RM105

RM106

RM107

RM108

RM109

GATE

GATE

GATE

W

G

200

201

202

203

GATE

HALLWAY

STAFF

STAFF

STRG

KITCHEN

CC

RECEPTIONIST

PATIO

DN RAMP

HALLWAY

MAIN ENTRANCE

SECRETARY

GUIDE OFC

DEPUTY

HALL

PRINCIPAL

VP PRINCIPAL

RM304

RM301

C-AT-RISK

C-BETA

RM 303 LOUNGE

RM 302 C-BETA

GATE

GATE

GATE

GATE

GATE

GATE

SHADE SHELTER

GATE

SHADE SHELTER

FH

GATE

GATE

GATE

GATE

WATER SHUT OFF

GATE

RAMP

GATE

GATE

RAMP

PORTABLE

RM400

RM401

RM402

STRG

C TRAIN

C TRAIN

STRG

RM403

RM404 MTG RM

RM405

RM406

RM407

RM408

RM 409

DUMPSTERS

FH

THE ACADEMY

EMERGENCY SITE MAP

2010/2011

PERRIS UNION HIGH SCHOOL DISTRICT

CHEMICALS

FIRE HYDRANT

ALARM PANEL

ALTERNATE ROUTE

FIRE LANE

ELEVATOR

ELECTRICAL

GAS SHUT OFF

WATER SHUT OFF

REST ROOM

N

EAST 5TH STREET

GATE

FENCE LINE

GATE

GATE

TRAFFIC BARRIER

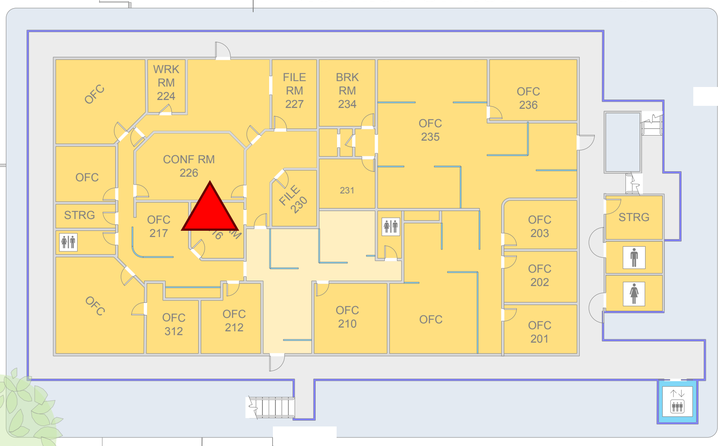
TRAINING ROOM

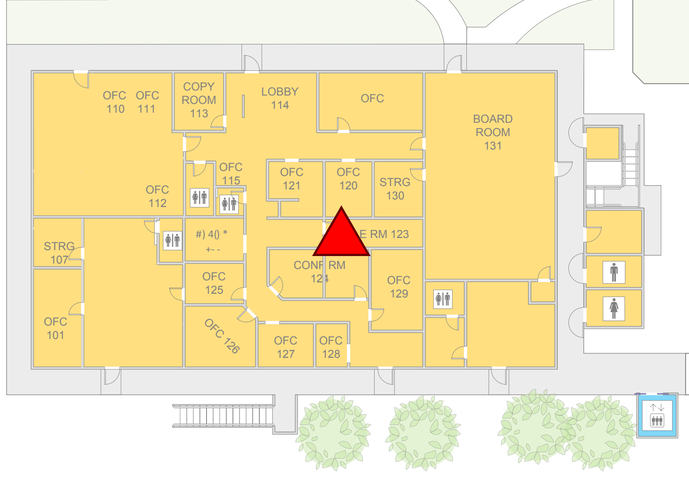
BLUEPRINT STORAGE AND LYBRARY

DIRECTOR

DIRECTOR

DISTRICT OFFICE 2ND FLOOR





DISTRICT OFFICE 1ST FLOOR

EAST 4TH STREET

N

OFF SITE EXISTING BUILDING
NON-SCHOOL PROPERTY

FENCE LINE

A-STREET

SECURITY GATE

GATE

PLANTER

FENCE LINE

OPEN FIELD

GATE

DUMPSTER

Gate

Light pole

Patio

All glass door

KITCHEN

OFC

COURTYARD

Planter

WRK RM

OVERHANG

CC

STEP

Up

PATIO AREA

RAMP

UTILITY AREA

Gate

Flagpole

TRAINING RM 1

?

stg

Hall

TRAINING RM 2

HALL

NURSE

TRAINING RM 3

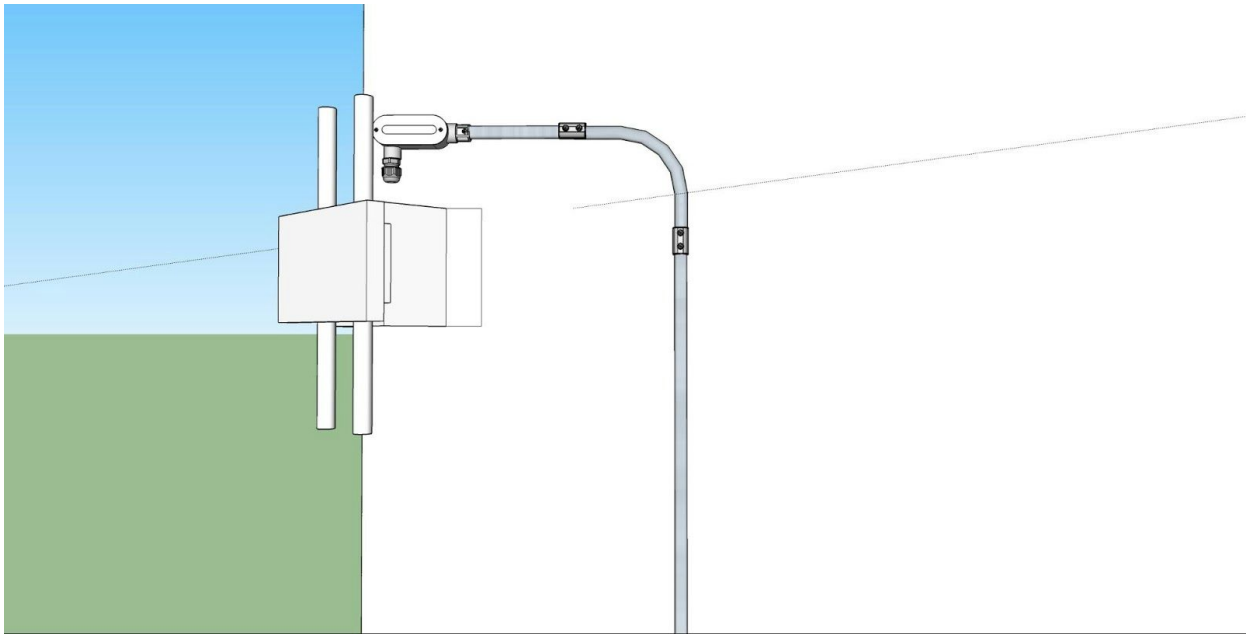
CONF RM

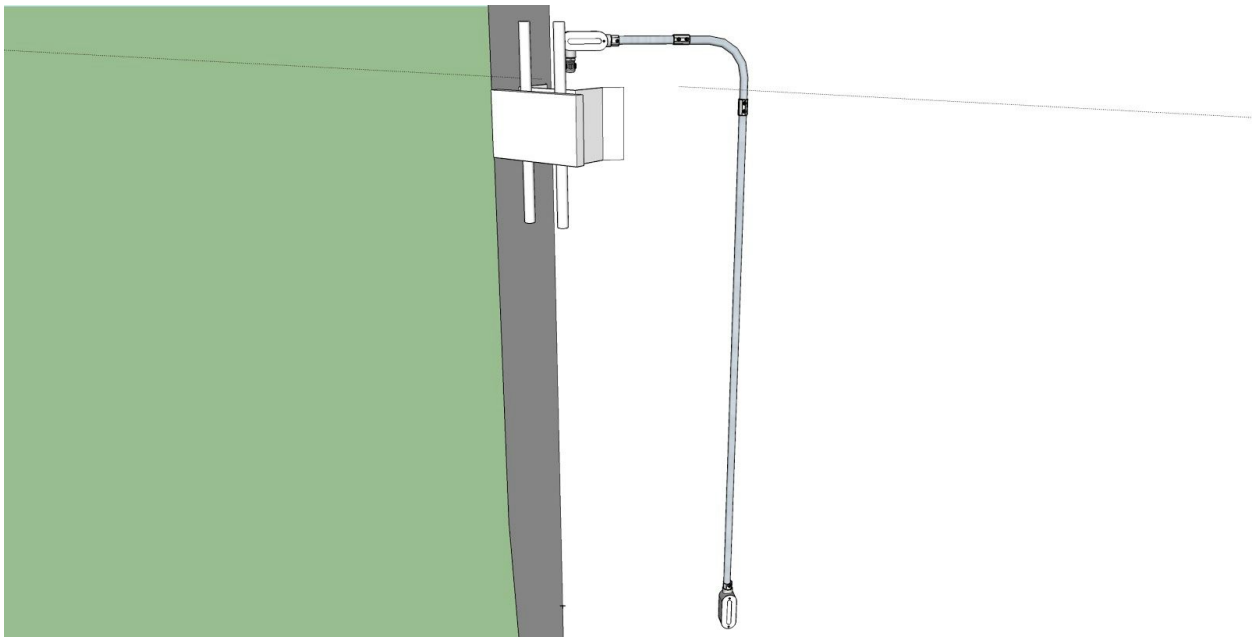
DPSS 1151 A STREET

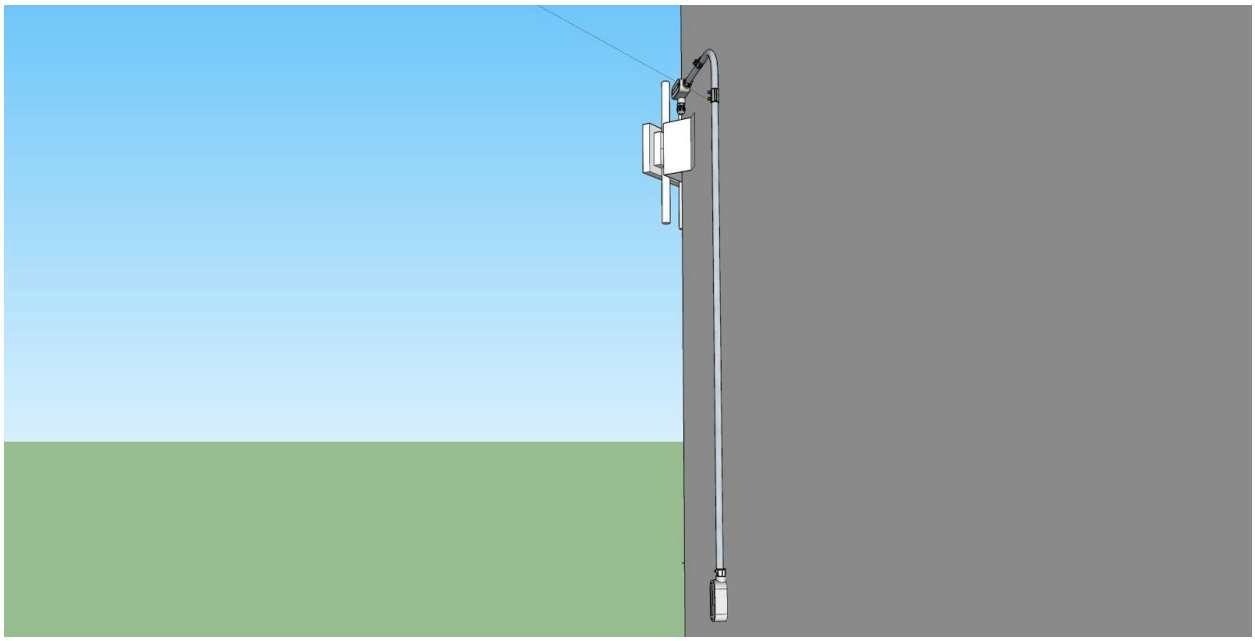
PERRIS UNION HIGH SCHOOL DISTRICT

N

Access Point Corner Mount Details

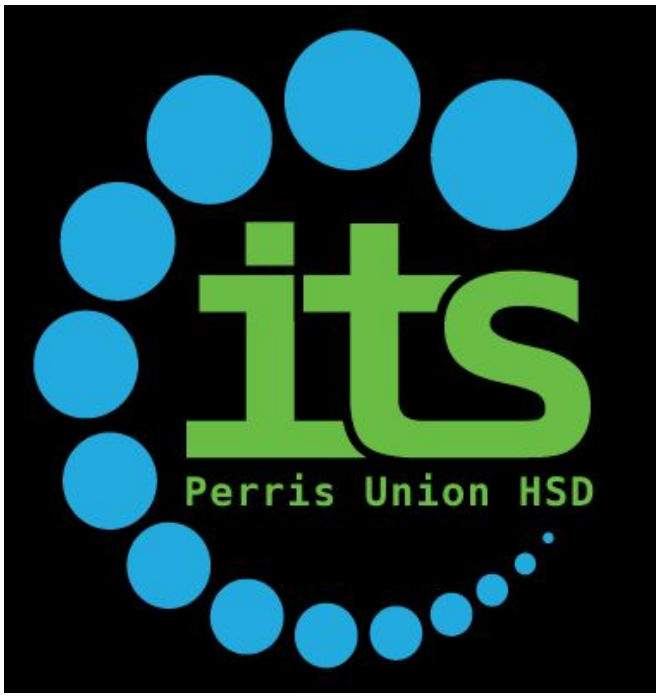






Perris Union High School District

Information Technology Services



MASTER SPECIFICATION

FOR

DATA CABLING INFRASTRUCTURE

Prepared By:

Joseph Williams, Director of Technology

Revised Sep 9, 2015

SECTION 27 10 00

STRUCTURED CABLING SYSTEM

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. The work under this section includes all final design, material, equipment, supplies, labor, testing, and accessories required to furnish and install a complete Structured Cabling System (SCS) as indicated on the drawings and as specified herein. These systems shall be defined as all cables, equipment, products, etc, as indicated on the drawings, and mentioned in these specifications.

B. It is the intent of the Drawings and Specifications, which are presented in a "design-build" format, for the Contractor to design, provide and install a complete, fully operational, and tested system.

C. All miscellaneous system components including, but not limited to, cables, cable supports, termination equipment, punch blocks, patch panels, patch cords, device outlets, ladder runway, backboards, equipment racks, equipment cabinets, enclosures, terminal cabinets, equipment grounding, and any other related items shall be furnished and installed complete under this section, such that the system shall perform all functions listed herein in compliance with all of the specified requirements.

D. Schedule is paramount to the project’s success. With this, the SCS Contractor will have to be a team player, continually working with the team to facilitate expeditious design, procurement, and construction processes.

E. This project will be performed in a phased construction format. Each phase of construction will be completely installed, labeled and tested, to the greatest extent physically possible, before moving to the next phase.

F. It is a mandatory requirement that a single Contractor perform the work described in the following specification sections:

1. Section 27 10 00 Structured Cabling System

1.2 RELATED WORK, STANDARDS, DOCUMENTS AND PUBLICATIONS

A. Each agency's relative codes, standards, and recommended practices apply to the voice/data cabling systems and their components as specified herein:

1. American National Standards Institute (ANSI)

a. ANSI T1.404 Network and customer installation interfaces – DS3 and metallic interface specification

2. Building Industry Consulting Service International (BICSI)

a. Telecommunications Distribution Methods Manual (TDMM) – latest edition.

b. Customer Owned Outside Plant Design Manual (CO-OSP) – latest edition.

3. Federal Communications Commission (FCC)

a. FCC Part 68 Rule

4. American Society for Testing and Materials (ASTM)

a. E814-02 Standard Test Method for Fire Tests of Through-Penetration Fire Stops

5. International Electrotechnical Commission (IEC)

a. IEC 61935-01 Generic Cabling Systems - Specification for the testing of balanced communication cabling in accordance with ISO/IEC 11801 Part 1: Installed Cabling

b. IEC 61935-02 Generic Cabling Systems - Specification for the testing of balanced communication cabling in accordance with ISO/IEC 11801 Part 2: Patch Cords and Work Area Cords

6. Institute of Electrical and Electronics Engineers (IEEE)

a. IEEE 802 Specification for Local Area Networks, latest edition.

b. IEEE 802.3an Specification for 10GBASE-T Ethernet, latest edition.

c. ANSI/IEEE C62.41 – Guide on the Surge Environment in Low-Voltage (1000V or less) AC Power Circuits, latest edition.

7. International Organization for Standardization (ISO)

a. ISO/IEC 11801 Information Technology – Generic Cabling for Customer Premises, latest edition.

b. ISO TR 24750 Technical Report

8. National Fire Protection Association (NFPA)

a. ANSI/NFPA-70 National Electric Code – Current version as adopted by AHJ(NEC)

b. ANSI/NFPA-75 Standard for the protection of information technology equipment

9. National Electrical Manufacturers Association (NEMA)

10. Occupational Safety and Health Administration (OSHA)

11. Telecommunications Industry Association (TIA)

    a. Optical Fibers Suitable for Manufacturing OM4 Cabled Optical Fiber.

    b. TIA-526-7 Optical Power Loss of Installed Single-Mode Fiber Cable Plant.

    c. TIA-526-14-B Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant; IEC 61280-4-1 Edition 2, Fiber-Optic Communications Subsystem Test Procedure- Part 4-1: Installed Cable Plant- Multimode Attenuation Measurement.

    d. TIA-568-C.0 Telecommunications Cabling for Customer Premises, latest edition.

    e. TIA-568-C.1 Commercial Building Telecommunications Cabling Standard

    f. TIA-568-C.2 Twisted-Pair Telecommunications Cabling and Components Standard, latest edition.

    g. TIA-568-C.3 Optical Fiber Cabling Components Standard, latest edition.

    h. TIA-568-C.4 Broadband Coaxial Cabling and Components Standard

    i. TIA-569-C Telecommunications Pathways and Spaces, latest edition.

    j. TIA-598-C Optical Fiber Cable Color Coding.

    k. TIA-606-B Administration Standard for Commercial Telecommunications Infrastructure, latest edition.

    l. TIA-607 Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications, latest edition.

    m. TIA-758-B Customer Owned Outside Plant Telecommunications Infrastructure Standard, latest edition.

    n. TIA-862-A Building Automation Systems Cabling Standard, latest edition.

    o. TIA-942-A Telecommunications Infrastructure Standard for Data Centers

    p. TIA-1152 Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling, latest edition.

12. Underwriters Laboratories Standards (UL)

    a. UL 5 Surface Metal Raceways and Fittings, latest edition.

b. UL 5A Nonmetallic Surface Raceways and Fittings, latest edition.

c. UL 5B Strut-Type Channel Raceways and Fittings, latest edition.

d. UL 5C Surface Raceways and Fittings for Use with Data, Signal, and Control Circuits, latest edition.

e. UL 514A Metallic Outlet Boxes, latest edition.

f. UL 514B Conduit, Tubing, and Cable Fittings, latest edition.

g. UL 514C Nonmetallic Outlet Boxes, Flush-Device Boxes, Covers, latest edition.

h. UL 514D Cover Plates for Flush-Mounted Wiring Devices, latest edition.

i. UL 1685 Vertical-Tray Fire-Propagation and Smoke-Release Test for Electrical and Optical-Fiber Cables, latest edition.

j. UL 1863 Communications-Circuit Accessories, latest edition.

13. Intetek Testing Services ETL SEMKO (ETL)

14. Perris Union High School District, Master Standards for Data Cabling Infrastructure, latest edition.

B. The Contractor shall be responsible for obtaining and utilizing the latest Structured Cabling, Architectural, Security and Electrical plans.

1.3 GENERAL REQUIREMENTS

A. Manufacturer: The term “manufacturer” shall be defined as the company, or group of companies, that actually produces the products meeting the requirements of Section 2 of this document. The manufacturer shall have a minimum of seven (7) year’s experience in manufacturing products of this type and shall be ISO 9001 Certified. The products, summarized in this specification, shall be supplied by a single manufacturer, with the exception of:

1. Data racks and other hardware that is not defined as part of the copper cable channel test configuration by TIA-568-C.

2. Fiber Optic Cable and Outside plant (OSP) fiber optic cable.

3. Channel solutions consisting of cabling and connectivity hardware independently tested as by UL or ETL and that are listed Section 2 of this document.

4. Cables manufactured by another manufacturer specifically called out on the drawings.

B. Contractor: The term “Contractor” shall be defined as the company, or group of companies, that actually provides the products per Section 2 and installs the products per Section 3 of this

document. The Contractor selected to provide the installation of this system shall be certified by the manufacturer in all aspects of design, installation and testing of the products described herein.

1. The Contractor shall hold a valid State of California C-7 Low-Voltage license, shall have completed at least ten (10) projects of equal scope, shall have been in business of furnishing and installing systems of this scope and magnitude for at least the past five (5) consecutive years, and capable of being bonded to assure the District's Project Manager of performance and satisfactory service during the guarantee period.

2. The Contractor shall have a minimum of one (1) Registered Communications Distribution Designer (BICSI RCDD) and a minimum of two (2) BICSI Technician level installers on staff as full time employees.

3. All work shall be performed under the supervision of a company accredited and trained by the manufacturer and such accreditation must be presented with the bid submittal. Contractor must be accredited a minimum of 180 days prior to bid submittal date.

4. The Contractor shall be a manufacturer's Authorized Installer and Warranty Station for the equipment offered and shall maintain a fully equipped service organization capable of furnishing adequate repair service to the equipment.

5. All personnel performing work on this project must have successfully completed the manufacturer's training course prior to performance of any work on this project. Accreditation will consist of individual employee certifications issued by the manufacturer. All personnel engaged in the testing of fiber optic and category-6 metallic premise horizontal and distribution systems must have successfully completed the test equipment manufacturer's training. Certification of such training must be presented with the bid submittal.

6. The Contractor selected for this Project shall adhere to the engineering, installation and testing procedures and utilize the authorized manufacturer components and distribution channels in provisioning this Project.

7. The Contractor shall own and maintain tools and equipment necessary for successful installation and testing of fiber optic cable, and Category 6 metallic premise horizontal and distribution systems, and have personnel who are manufacturer trained in the use of such testing tools and equipment.

8. The Contractor shall hold all other licenses required by the legally constituted authorities having jurisdiction (AHJ) over the work.

9. The Contractor shall maintain and provide appropriate liability and worker's compensation insurance coverage.

10. For additional Contractor requirements, see Section 1.06.A.1 (b) of this document in its entirety.

1.4 QUALITY ASSURANCE

A. It is the intent of these specifications to establish an installation standard of quality for labor and materials. For any proposed product substitution or when the Contractor intends to include an "or equal" product in the bid pricing, the Contractor shall provide a "Substitution/Or-Equal Request" submittal to the District's Project Manager for review no later than fifteen (15) calendar days prior to Bid submittal. This report shall include *all* of the following items:

1. Description of how the proposed product(s) will impact meeting the project completion date, indicate all item(s) with lead times and expected delivery date(s).

2. Itemized cost comparisons between the proposed product(s) and the listed product(s).

3. Detailed technical analysis of the electrical and mechanical specification differences between the proposed product(s) and the listed product(s).

4. ETL "Verified" or UL "Verified" test lab documentation for the proposed product(s) and assemblies proposed.

5. Proposed product identification, manufacturer literature (specifications and cut sheets).

6. Name, address and contact information of several similar projects where the substituted product(s) have been used.

7. Name, address and contact information of the proposed product(s) manufacturer's local representative.

8. Sample proposed product(s) manufacturer's lifetime component and application warranty. Detailed warranty requirements are described in Section 1.10 General System Product Warranty of this document.

B. Failure to provide *all* items listed in Section 1.4.A.1 through 8 for review by the District's Design Team shall result in rejection of the substitution/or-equal request.

C. The District's Design Team/Project Manager must approve any proposed product(s) substitution/or-equal item in writing. The District's Design Team/Project Manager reserves the right to require a complete sample of any proposed product(s) and may request a sample tested by an independent testing consultant to prove equality. The decision of the District's Design Team/Project Manager regarding equality of proposed product(s) items will be final.

D. If a proposed product(s) is given final acceptance by the District's Project Manager, the Contractor shall reimburse the District's Design Team/Project Manager for the costs to review the proposed product(s) substitution(s), and for any additional engineering charges, and shall pay all charges of other trades resulting from this products use, at no cost to the District.

1.5 GENERAL SUBMITTAL REQUIREMENT

A. Submittals shall be presented and formatted per the guidelines in the Division 1 section of this bid package.

B. All cut sheets shall represent the latest version, part number, and revision of the product. Where multiple products or part numbers appear on a page, a bold arrow or circle shall indicate which product or part numbers are to be used as part of the installation. The submittal shall include all descriptive pages associated with the product, not just the page showing the part number. Contractor submittal shall include a materials list. Cut sheets shall be numbered by and match page numbers of each item included on the material list.

1.6 PRE INSTALLATION SUBMITTAL REQUIREMENTS

A. Within fifteen (15) calendar days after the date of award of the Contract, the Contractor shall submit the following:

1. Submittal Binder: Submit one (1) hard copy and one (1) electronic copy (on compact disk) of the complete Submittal Binder to the Project Engineer for review. The binder shall consist of five (5) major sections with each section separated by Index Tabs. Each page in the binder shall be numbered sequentially and shall be summarized in the Index.

a. The FIRST section shall include the following items:

1) The TITLE SHEET which shall include the Submittal Date, Project Title and Address, Contractor’s Name and contact information, and name of the District.

2) The INDEX sheet which shall list each item included in the binder along with the page number where it may be found.

b. The SECOND section shall include the following items:

1) CONTRACTOR'S LICENSE: A copy of the low voltage Contractor's valid State of California C-7 Low-Voltage license.

2) PROOF OF EXPERIENCE: Proof (written documentation) that the low voltage Contractor has been regularly engaged in the business of low voltage contracting consisting of, but not limited to, engineering, fabrication, installation, and servicing of communication systems of the type specified herein for at least the past five (5) consecutive years.

3) PENDING LITIGATION: Provide a statement summarizing any pending litigation involving any officer or principal of/or the company, the nature of the litigation and what effect the litigation may carry as it relates to this work in the worst-case scenario. Non-disclosure of this item, if later discovered, may result, at the District's discretion, in the Contractor bearing all costs and any cost related to the associated delays in the progress of the work.

4) INSURANCE CERTIFICATES: Copy of low voltage Contractor's current liability insurance, workers compensation, and state industrial insurance certificates in conformance with the contract documents.

5) PROJECT LIST: A List containing at least ten (10) California installations completed within the last five (5) years by the low voltage Contractor that are comparable in scope and nature to that specified in the contract document. Provide up to date contact information for each project listed including contact name, title, email address and phone number.

6) SERVICE CAPABILITY: Documentation indicating in detail that the low voltage Contractor has competent engineering, installation, service personnel and facilities with reasonable stock of service parts within 75 air miles of the job site. Do not submit a sales brochure as documentation.

7) AUTHORIZATION LETTERS: Letters from the low voltage equipment manufacturer stating that the low voltage bidding Contractor is a Factory Authorized Distributor/Installer, and is trained and certified for the equipment he proposes to use on this project, and is licensed to purchase and install software required to provide the specified functions.

8) CERTIFICATION: Copy of the following current BICSI certifications. Provide proof that the certificate holders are full time employees of the low voltage Contractor's local facility servicing this project and will be actively involved on site for the duration of this project.

   a) BICSI RCDD, minimum of (1). Mandatory requirement: Shall be on site a minimum of one (1) day per workweek.

   b) BICSI TECHNICIAN, minimum of (1). Mandatory requirement: Shall be on site a minimum of five (5) full 8-hour days per workweek.

9) PROOF OF TRAINED PERSONNEL: Documentation that the Contractor has full time on-staff personnel, manufacturer trained and BICSI certified, for the equipment proposed for this project, and on-staff manufacturer trained and certified by the Test Equipment manufacturer in the proper use of the test equipment required on this project. Provide copies of all manufacturers' training/certification documentation, and Test Equipment manufacturer's training/certification documentation. Provide a statement that personnel meeting these qualifications are in the local facility, and will be maintained at that facility throughout the project and the warranty period.

10) DOJ FINGERPRINTING: A fingerprint check must be provided for all personnel working on school sites, performed by the Department of Justice, pursuant to California Education Code Section 45125.1. Fingerprinting shall be performed prior to start of project. All costs associated with DOJ fingerprinting/background checks shall be the full responsibility of the Contractor.

c. The THIRD section shall contain a detailed bill of materials including the quantity, product Manufacturer, product part number, product description, and corresponding specification section number or drawing sheet number where that product is referenced. Also listed in the Contractor's bill of materials shall be each item of test equipment to be used to test the optical fiber, copper and coax components. Include all patch cords and other specialized components. See example format below:

Description	Part #	Quantity	UoM	Spec	Test Equip.
CAT6 Station cable	BerkTek #12345	100 boxes	1000ft/box	2.03	Fluke DTX-1800

This information may be used by the District to evaluate the Contractor's general understanding of the project scope during the bid evaluation. Errors or omissions from this bill of material do not relieve the Contractor from providing all material, components, labor, etc., as outlined in this specification and on the drawings to provide a complete and useable structured cabling system.

d. The FOURTH section shall contain original manufacturer cut sheets for all of the materials that meet the requirements listed in Section 2 of this specification and all materials described on the construction drawings. Also include manufacturer's cut sheets for all testing equipment to be used for completion of the project. All pages shall be numbered sequentially corresponding to the bill of materials. On each cut-sheet, provide an indicating arrow next to each part number of proposed material.

e. The FIFTH section shall contain a designation schedule for each system component location and complete full size 30" x 48" (unless otherwise specified) bond drawings (shop drawings), showing system wiring plans. The professionally drafted drawings shall be generated on AutoDesk AutoCAD 2010 (or later) computer design software. These drawings shall also include:

1) MDF and IDF Diagrams - Including:

a) Cable routing

b) Position of all devices, components and apparatus

c) Detailed elevation layout of the wallfield(s)

d) Labeling plan (see District labeling requirements)

2) Site Plan – Including:

a) Conduit routing of all site conduits including size and quantity

b) Building designations

c) MDF and IDF locations

d) Campus cabling and conduit between MDF and IDF racks including cable type and quantity

3) Work Area Floor Plans - Including:

a) Detailed cable routes including cable type and quantity

b) Device locations and quantities with labeling

c) Work area labeling plan (see District labeling requirements)

4) Cross Connect Documentation - Including:

a) Cross-connect records for all voice and data devices

b) Cross-connect records may be in either Excel or Word format

5) Riser Distribution Plan

6) Rack elevations of all MDF and IDF equipment

7) ¼-inch scale floor plans of all data rooms (MDF, IDF, MPOE, etc.)

a) Identify all equipment racks, cabinets, terminals, cross connect locations, ground bus bar, and all other components in room(s).

8) Cable Tray, Conduit, and Raceway Plans (if applicable)

a) Provide ¼-inch scale ladder runway plan for all data rooms.

b) Provide scaled plans for all in-building conduit and raceway.

B. Failure to comply with any of the requirements listed above may result in the rejection of the entire submittal package.

1.7 PROJECT DIRECTION

A. Single Point of Contact: Contractor shall provide an English-proficient, single point of contact, i.e., Project Manager, to speak for the Contractor and shall provide the following functions:

1. Initiate and coordinate tasks with District's Project Manager, and others as specified by District's Project Manager.

2. Provide day-to-day direction and on-site supervision of Contractor personnel.

3. Shall be readily available to the District / District's Project Manager 24 hours a day / 7 days a week throughout the duration of the Project.

4. Shall have full time cellular phone capability, and the ability to send/receive email correspondence, accessible by the District's Project Manager.

5. Ensure conformance with all Contract provisions.

6. Participate in weekly site project meetings and construction meetings.

7. Provide detailed and written weekly status reports to District's Project Manager. The content shall be substantive enough to bring about a full understanding of all situations current and situations future. Weekly reports shall include but are not limited to detailed progress report, RFI status log (Request for Information), Change Order Log (pending and approved), Project Addendum log, and a two-week look ahead work calendar. Each of the above must show assigned responsibilities and event history. Weekly reports shall include milestone information, resource updates (staff and materials), and any conditions or incidents that may impact the Project Schedule.

8. This individual shall remain as Project Manager for the duration of the project. The Contractor may change Project Managers only with the District's Project Manager's written approval.

1.8 PLANNING

A. Planning meetings and schedule: Within fifteen (15) calendar days after the date of award of the Contract, an initial planning meeting will be held with the successful bidder to clarify all requirements (systems, services, distribution methods, etc.), identify responsibilities, and schedule the events that will transpire during the implementation of the project. Within seven (7) calendar days of this initial meeting, the Contractor shall provide a written report and project schedule to clearly document the events and responsibilities associated with the project. Contractor's project schedule shall conform to the overall Project Construction Schedule issued by the Construction Management Company or the District. Contractor is required to attend all planning and other construction meetings as requested by the District, Architect, or Engineer.

1.9 POST INSTALLATION SUBMITTAL REQUIREMENTS

A. Within fifteen (15) calendar days after the completion of work, the Contractor shall submit the following:

1. Record Documentation:

a. Final Test Results – Test results for each cable indicating tests performed, results obtained and values measured. Test results shall be provided in electronic format with the associated application (if required) for viewing. Contractor shall provide individual test results for each cable tested, and a summary sheet listing all cables,

test summary, lengths, and the total cable count. Provide test reports for all copper cables and fiber optic cables. Testing shall be conducted in accordance with Section 3.06 of this document.

b. As-Built records – Contractor shall create and provide all backgrounds and floor plans in AutoCAD or Revit file format. Sheet boarders shall be either provided by, or approved by, the Architect. Contractor's as-built records shall include all of the items described and listed in section 1.6.A.1.e of this document.

B. After as-built submittal is approved by District, the Contractor shall provide two (2) sets of CDs containing all post-installation submittals and close out documentation in AutoCAD (or Revit) format; and in PDF, Word, or Excel formats as required elsewhere in this document.

C. As-Built Documentation Display in Each MDF and IDF: Within fifteen (15) days after the completion of work, the Contractor shall install a complete Contractor-provided, professionally drafted as-built floor plan in color in each MDF and IDF mounting frame. Each floor plan, generated on AutoDesk AutoCAD computer design software and printed in color, shall depict all jack locations in each modular furniture cubicle and all other areas. Also depicted shall be speaker, clock, wireless access point, terminal cabinets, MDF, IDF, pull boxes, vaults, CCTV cameras, television jack locations, or any other communications outlet cables by the SCS Contractor. All jack locations shall be color coordinated with the District's labeling scheme as described elsewhere in this specification. Contractor's device symbols shall match the device symbols utilized on the bid documents. The Contractor will provide to District two (2) sets of CDs containing all as-built records in AutoCAD (.dwg) or Revit (.rvt) format, and full size PDF format.

D. Warranty Documentation:

1. Contractor shall apply for all Manufacturers' Extended Warranties on behalf of the District. Contractor shall present to District all product Warranty documents per General System Product Warranty Section of this document. Warranty shall commence after final acceptance of System and Project Close Out by the District.

1.10 GENERAL SYSTEM PRODUCT WARRANTY

A. The horizontal communications cabling system installed shall be eligible for coverage by a Limited Lifetime Warranty to the District.

1. Horizontal channels shall be completed with Leviton Network Solutions factory-terminated copper and/or fiber optic patch cords in order to be eligible for the applicable Berk-Tek or Leviton Warranty with Channel Performance guarantees.

2. Approved product shall be listed on the most recent version of the applicable Berk-Tek Leviton Technologies data sheets for each Berk-Tek Leviton Technologies solution.

B. Optimized Installer/Optimized Integrator shall provide labor, materials, and documentation in accordance with Berk-Tek and Leviton Network Solutions requirements necessary to ensure that the District will be furnished with a Limited Lifetime Warranty.

C. The installed structured cabling system shall provide a warranty guaranteeing installed channel performance above the ANSI/TIA 568-C requirements for Category 5e, Category 6, and/or Category 6A cabling systems or ISO 11801 requirements for Class D, Class E, and/or Class Ea. Standards-compliant channel performance tests shall be performed in the field with a Berk-Tek Leviton Technologies approved certification tester in the appropriate channel test configuration. See 1.10. A.1 above for channel requirements.

D. Necessary documentation for warranty registration shall be provided to the manufacturer by the installer within 10 days following 100 percent testing of cables. Contractor shall submit test results to Leviton Network Solutions or to Berk-Tek, in the certification test analyzer's original software files. Installer shall ensure that the warranty registration is properly submitted, with all required documentation within ten (10) days of project completion. Optimized Installer / Optimized Integrator must adhere to the terms and conditions of the respective manufacturer's warranty programs.

E. Installer shall ensure that the District receives the manufacturer issued project warranty certificate within sixty (60) calendar days of warranty registration.

F. The first usage date shall be agreed to be in writing by the District and Contractor within five (5) working days of first usage. During this time, the entire system must be kept in proper operating condition at no additional cost to the District.

G. Cable Manufacturer "site certifications" are prohibited.

1.11 GENERAL ENGINEERING AND DESIGN GUIDELINES

A. Cabling System Installation Practices

1. Plastic cable tie (tie wrap) devices shall *not* be utilized at any time. Only Velcro-type hook-and-loop strap devices are permitted. In the MDF and IDF rooms, all vertically run cables and conductors shall be secured with Velcro at a maximum interval of eighteen (18) inches, and all horizontally run cables and conductors shall be secured with Velcro at a maximum interval of eighteen (18) inches.

2. In the MDF and IDF rooms, all vertically run innerduct shall be secured with Velcro at a maximum interval of eighteen (18) inch intervals. Innerduct installed on ladder runway shall be supported horizontally and vertically at a maximum of eighteen (18) inch intervals.

3. All horizontally run innerduct shall be secured with Velcro at a maximum interval of forty-eight (48) inches when installed horizontal above accessible ceiling spaces or open ceiling spaces.

4. All cables installed above accessible ceiling spaces shall be independently supported.

5. All pull ropes are to be installed and/or replaced in all pathways for future use.

6. All intra-building cabling shall be routed either parallel or at right angles to the building structure and/or walls.

7. No cabling is to be pulled through electrical Condulet bodies (L-bend) devices. If Condulet devices are pre- existing and it is determined, at the review of the District's representative, that sufficient space in the conduit is available and the District provides written approval to utilize the Condulet, the Contractor shall remove the Condulet cap, pull the cable to and beyond the cap then carefully reinstall the cap.

8. Communications cabling shall never be tied or attached to the exterior of electrical conduits, power cables or devices, lighting systems, or co-exist inside any pathway with power cabling.

9. Any visible damage to a cable such as kinks or bends in violation of the minimum bend radius shall render the cable segment defective and shall be removed and replaced by the Contractor at no additional cost to the District.

10. All materials shall be new, unused, and delivered to job site in original manufacturer or distributor cartons or packages. No previously installed material shall be used at any time.

11. Reference Part 3 of this document for additional installation guidelines and requirements.

1.12 SPECIFIC SYSTEM REQUIREMENTS

A. Backbone Infrastructure Cabling

1. Backbone Fiber Optic Cabling

a. Contractor shall provide (1) 12-strand 50/125 micron multimode OM4 fiber optic cable and (1) 6-strand single mode OS2 fiber optic cable for backbone connectivity between the Main Distribution Frame (MDF) location and each Intermediate Distribution Frame (IDF) location, where indicated on the plan drawings. Cable may be composite (MM/SM) type utilizing one overall sheath.

b. At the MDF, provide a 20-foot slack loop neatly coiled and secured. At each IDF, provide a 10-foot slack loop neatly coiled and secured.

c. Splicing of fiber optic cable shall not be permitted unless specifically called out on the bid documents and authorized in writing by the District's engineer.

d. All exposed fiber optic cable shall be enclosed in innerduct. Innerduct is not required within inter-building conduits.

e. Provide 2-meter LC to LC duplex 50 micron fiber optic patch cords at each MDF and IDF. A minimum of two (2) per 6-strands of fiber optic cable installed.

f. Refer to Part 2 of this document for fiber optic cable specifications.

2. Backbone Multipair Copper Cabling

a. Contractor shall provide (1) 25-pair category-5E multipair cable for backbone connectivity between the local telephone company's minimum point of entry (MPOE) demarcation point and each building on campus, where indicated on the plan drawings.

b. Provide a 10-foot slack loop neatly coiled and secured at both ends of the cable.

c. Splicing of multipair copper backbone cable shall not be permitted unless specifically called out on the bid documents.

d. The multipair backbone cable shall be outdoor-rated and installed in conduit.

e. Provide building entrance protectors at both ends of the backbone multipair cable. Terminate all pairs on the protectors and properly bond the protectors to ground. Refer to section 2.12 PROTECTORS in this document for additional requirements.

f. Contractor shall label backbone cable sheath with a machine generated weatherproof label identifying the cable number, system type (Tele) total pair count, and origination/destination locations. Refer to Labeling Requirements section of this document for additional labeling requirements.

g. Refer to Part 2 of this document for multipair copper cable specifications.

3. MDF/IDF UTP Termination Equipment

a. The horizontal cross-connect for data circuits shall consist of Category-6 patch cords from the horizontal Category-6 termination panels to the network equipment within the same or adjacent racks.

b. The MDF and IDF horizontal data cross-connects shall be contained in 19"x 7' rack(s) or free standing lockable cabinet(s) as described in Part 2 of this document, and as detailed on the bid documents/plan drawings.

c. Seven foot high 4-post open racks shall be installed with seven foot high vertical wire management on each side. Patch panels shall be 24 or 48 modular jack ports, wired to T568B wiring scheme, and include 1RU (1.75" high) horizontal wire management immediately below each 24 port patch panel, and include 2RU (3.5" high) horizontal wire management immediately below each 48 port patch panel.

d. Category 6 and category 6A patch cords shall be provided by the Contractor. See Part 2 of this document for additional patch cord requirements.

e. See Part 2 of this document for category 6 and category 6A copper cable specifications.

PART 2 – PRODUCTS

2.1 STRUCTURED CABLING SYSTEM

A. Acceptable Manufacturers - all equipment listed herein will be by:

1. SCS components: Leviton, BerkTek.

2. Cabinets, Racks, Ladder tray: Chatsworth, or UL Listed and approved equal.

3. Riser and Outside Plant (OSP) Fiber Optic Cable: BerkTek

4. Riser and OSP Copper Cable: Leviton and Berk-Tek exclusively, or approved equal.

5. Protectors: Circa, Emerson or Marconi.

B. It is the responsibility of the bidder to insure that the proposed product meets or exceeds every standard set forth in these specifications and the equipment's technical data sheets.

C. The functions and features specified are vital to the operation of this facility; therefore, inclusion of a component's manufacturer in the list of acceptable manufacturers does not release the Contractor from strict compliance with the requirements of this specification.

2.2 OUTLETS

A. Telecommunications outlets (TO) shall consist of one- or two-gang utility outlet boxes equipped with 8-pin modular (RJ-45) jacks utilizing the T568B wiring scheme and a faceplate. All outlet cabling shall terminate on patch panels at their associated Main Distribution Frame (MDF) room, Intermediate Distribution Frame (IDF) Rooms, or as otherwise indicated on the drawings.

B. Faceplates

1. All Faceplates shall be available in duplex, quad, or six-plex configuration in a single-gang form.

2. Surface mount boxes shall be available in dual, quad, and six-plex configuration.

3. Modular furniture faceplates shall be available in dual and quad configuration for the District’s modular existing and/or new modular furniture. Faceplates shall be flush-mounted in the modular furniture. Surface mounted boxes/faceplates are unacceptable. The Contractor is responsible for coordinating with the District’s modular furniture Contractor to determine faceplate requirements. The Contractor shall provide and install all parts/fittings necessary to meet the requirements of this section.

4. Wall mounted phone jack faceplates shall be single gang configuration, constructed of stainless steel and have two standard phone mounting posts located above and below the

jack opening. Wall mounted phone faceplates will consist of 8p8c modular (RJ-45) jacks.

5. Faceplates shall have two (2) designation windows, one located at top and one located at bottom. Designation windows shall be equipped with clear plastic covers.

6. Color of faceplates shall match adjacent electrical faceplate color, unless otherwise noted.

7. Provide blank faceplate inserts for all unused outlet locations within the faceplate.

C. Category 6 Gigabit jacks

1. All voice and data jacks shall be 8-position/8-conductor (8p8c) modular RJ-45 jacks incorporating 110-style rear termination lugs for termination of Category 6 cable, utilize a T568B wiring scheme, and be constructed of high impact thermoplastic housing rated for Category 6 service.

2. All Category 6 jacks shall meet or exceed Category 6 transmission requirements for connecting hardware, as specified in TIA-568-C Commercial Building Telecommunications Cabling Standard.

3. Category 6 jacks shall be channel-rated.

4. Category 6 jacks shall be capable of being in a modular patching situation or as a modular telecommunication outlet (TO) supporting current 10Base-T, Token Ring, 100 Mbps TP-PMD, 155 Mbps ATM, 622 Mbps ATM using parallel transmission schemes and evolving high-speed, high-bandwidth applications, including Ethernet, 1000BASE-T and 1.2 Gbps ATM.

5. Category 6 jack color shall be Grey.

6. The jacks shall accommodate UTP cable and work in concert with non-metallic Wiremold 2300 or 5400 series raceway.

7. Product Specification: Leviton eXtreme Cat 6+ quick port connector, #61110-RG6.

D. Category 6A 10-Gigabit jacks

1. All category 6A jacks shall be 8-position/8-conductor (8p8c) modular RJ-45 jacks incorporating 110-style rear termination lugs for termination of Category 6A cable, T568B wiring type, with a connector body made of high-impact fire-retardant plastic.

2. Category-6A jacks shall be channel-rated.

3. All Category 6A jacks shall meet or exceed TIA-568-C.2 component Cat 6A requirements for connecting hardware from 1MHz to 500MHz, 10Gb/s.

4. Cable entry can be 90-degree or 180-degree orientation.

5. Category 6A jacks shall include a pair separation tower to facilitate required conductor separation.

6. The jacks shall incorporate a Cone of Silence, a metalized body, and a printed circuit board to suppress alien crosstalk.

7. Category 6A jack color shall be Yellow.

8. Category 6A jacks shall be utilized for all wireless access point outlet locations.

9. Category 6A jacks shall only be terminated on Category 6A cables.

10. Product Specification: Leviton eXtreme Cat 6A quick port connector, #6110G-RY6.

2.3 STATION CABLE

A. Station cables shall extend between the station location (TO) and its associated MDF/IDF.

B. Category 6 station cable:

1. The Category 6 cable shall consist of 4-pair, 23-AWG bare copper twisted pairs, unshielded, UTP, and shall be of the traditional round design.

2. The cable jacket shall be rated for the environment in which it is installed. Install CMP cable in plenum-rated spaces, CMR cable in riser-rated spaces, and OSP cable in outdoor and underground conduit spaces.

3. Color of cable shall be Grey.

4. Category 6 cable shall be utilized at all voice and data designated outlets.

5. Product Specification: BerkTek LANmark-6 #10136338 (CMR), BerkTek LANmark-6 #10132983 (CMP)

C. Category 6A station cable:

1. The Category 6 augmented (6A) cable shall consist of 4-pair, 23-AWG bare copper twisted pairs with a UTP design.

2. The cable jacket shall be rated for the environment in which it is installed. Install CMP cable in plenum-rated spaces, CMR cable in riser-rated spaces, and OSP cable in outdoor and underground conduit spaces.

3. Category 6A cable shall be ETL verified to TIA-568-C.2-10 Category 6A, and support 10GBASE-T IEEE 802.3an standard of 10Gb/s.

4. Color of cable shall be Yellow.

5. Category 6A cable shall be utilized for all wireless access point outlet locations.

6. Category 6A cable shall only be terminated on Category 6A-rated jacks and patch panels.

7. Product Specification: BerkTek LANmark-10G2 Cat6A #10137706 (CMR), BerkTek LANmark-10G2 Cat6A #10137385 (CMP)

2.4 MODULAR PATCH PANEL SYSTEM

A. The termination block shall support the appropriate emerging high-bandwidth applications, including 1 Gbps Ethernet, potentially 1.2 Gbps ATM and 2.4 Gbps ATM, Multi-Tasked Split Screen Computing, Virtual Holographic Video Conferencing, Instant Access Telemedicine, 3D CAD/CAM Engineering, and Internet-Intranet Communications/ Commerce, as well as all 77 channels (550 MHz) of analog broad band video, including 1000 Mbps Ethernet and potentially 1.2 Gbps ATM, and facilitate cross connection and inter connection using modular patch cords.

B. All Modular jack panels shall be wired to ANSI/TIA/EIA 568-C using T568B wiring scheme.

C. The wiring block shall be able to accommodate 23 AWG cable conductors.

D. The Category 6 modular jack panels shall meet or exceed the Category 6 standards requirements in ISO/IEC 11801 and ANSI/TIA/EIA. They shall also be UL Listed.

E. Contractor shall provide Category 6 modular patch panels in sufficient quantities to terminate all category 6 cables.

F. Contractor shall provide Category 6A modular jack panels in sufficient quantities to terminate all category 6A cables.

G. All patch panels shall have two (2) cable strain relief/management bars (Leviton #49005-CMB or equal) installed at the rear of the panel to support the terminated horizontal cabling.

H. Contractor shall provide and install a 2RU horizontal wire manager immediately below each 2RU patch panel. Contractor shall provide and install a 1RU horizontal wire manager immediately below each 1RU patch panel. A 1RU space shall be left open immediately below the horizontal wire manager before mounting the next patch panel. This space is reserved for installation of a 1RU network switch to service all ports on the patch panel immediately above the horizontal wire manager.

I. Product Specification: Leviton, (Cat-6) #69586-U48, (Cat-6A) #6A586-U24.

2.5 PATCH/STATION CORDS

A. Provide Category 6 Modular Patch/Station cords for each assigned port on the patch panel and for each outlet in the station locations. Cords shall be equipped with an 8-pin 8-conductor modular connector on each end and shall conform to the length(s) specified. All cords shall be

wired to T568B wiring scheme. All cords shall be factory-built by the cable manufacturer. Fabrication of cords in the field is prohibited.

B. All category 6 patch cords shall exceed ANSI/TIA/EIA and ISO/IEC Category 6/Class E specifications. Category 6A patch cords shall exceed ANSI/TIA/EIA and ISO/IEC Category 6A specifications.

C. At the MDF and each IDF, provide one (1) 3-foot cat-6 patch cord for each cat-6 cable terminated in the patch panels, and provide one (1) 3-foot cat-6A patch cord for each cat-6A cable terminated in the patch panels. At the workstations, provide one (1) 10-foot cat-6 patch cord for each cat-6 cable terminated at a cat-6 outlet. At wireless access point locations, provide one (1) 3-foot cat-6A patch cord. In instances were longer cords are required, the Contractor shall clarify the requirement with the District before installing any longer cords. Where the specifications and the plan drawings conflict, the more stringent requirement will apply.

D. Category 6 patch cords shall be Grey in color. Category 6A patch cords shall be Yellow in color.

E. All patch cords shall be channel-rated and include a snagless boot.

F. Category 6 patch cords shall be UL Verified for ANSI/TIA/EIA 568-C Electrical Performance.

G. Category 6A patch cords shall be provided at all Category 6A patch panels and outlets.

H. Product Specification:

1. Leviton Cat 6, #62460-3S (3ft) #62460-10S (10ft), Grey

2. Leviton Cat 6A, #6210G-3Y (3ft), Yellow

2.6 FIBER OPTIC CABLING

A. 12-strand, OM4, multimode, graded-index, laser optimized fibers with 50/125 micron core/cladding diameter.

B. 6-strand, OS2, single mode fibers with 8.3 micron cores only.

C. Fiber optic cable shall meet or exceed ANSI/EIA/TIA-492 specifications and ISO/IEC 11801 standards.

D. All fibers shall be color coded to facilitate individual fiber identification.

E. Fibers will have dual wavelength capability; transmitting at 850 and 1300nm ranges.

F. Multimode fiber shall be designed to support 10Gb/s applications up to 550 meters at 850 nm.

G. Multimode fiber maximum attenuation @ 850/1300 nm: 3.0/1.0 dB/KM.

H. Single mode fiber maximum attenuation 0.40 dB/km @ 1310 nm: 0.30 dB/km @ 1550 nm.

I. Multimode EMB bandwidth: 4700 MHz-km @850 nm, and OFL bandwidth: 500 MHz-km @1300 nm

J. All fiber in a cable run shall be from the same manufacturer and shall be the same type. A mix of fibers from different manufacturers is prohibited.

K. All fiber optic cable installed inside buildings shall be installed within contractor-provided innerduct. Innerduct shall be rated for the environment in which it is installed. Innerduct shall be orange in color, unless otherwise noted in the bid documents/plan drawings.

L. Outdoor-rated and installed cables shall be loose tube construction. Indoor-rated and installed cables shall be tight buffered construction.

M. Loose tube cables shall be gel free and indoor/outdoor rated.

N. The use of "indoor-outdoor-plenum-rated" cable is acceptable for backbone cable runs between buildings, as long as it meets the cable specifications listed in section 2.6.A through J of this document.

O. Tight buffered cables shall be gel free, riser rated, and plenum rated when installed in a plenum rated environment.

P. Provide buffer tube fan out kits as required.

Q. Product Specification:

1. Outside Plant Cables: BerkTek bend-insensitive fiber

2. Building Cables: BerkTek bend-insensitive fiber

2.7 FIBER OPTIC PATCH CORDS

A. Fiber patch Cords shall be available in Single mode and Multimode.

B. Construction shall be either 3.0 mm cordage or 1.6 mm cordage.

C. Connectors shall be available in Duplex LC to LC.

D. The 50-micron multimode fiber optic solution and single mode fiber optic solution shall utilize factory- made patch cords.

E. At the MDF and at each IDF room, provide a minimum of two (2) 2-meter LC to LC duplex OM4 50/125 micron multimode fiber optic patch cords for every 6-strands of multimode fiber optic cable installed. Provide one (1) 2-meter LC to LC duplex single mode fiber optic patch cord for every 6-strands of single mode fiber installed. Verify patch cord length with District prior to ordering product.

2.8 FIBER DISTRIBUTION CENTER (FDC)/FIBER PATCH PANEL

A. Fiber Patch Panels/Enclosures: A rack mount or wall mount enclosure that terminates, provides cross connection, interconnection, splicing and fiber identification from 18 to 360 fiber strands. The shelf will provide protection from mechanical stress on the cable and fibers and from macro-bending losses.

1. The shelf shall be wall or rack mountable depending on the location requirement. The units must fit into a 19" wide frame arrangement and have an integrated jumper routing trough.

2. When wall mounted, the shelf shall consist of a modular enclosure with front and side access, and can be fully administered from the front. Wall mount enclosure shall include adjustable fiber management rings, and be constructed of 16-gauge steel, power coated black.

3. The rack mounted enclosure shall provide front and rear access doors and can be fully administered from the front and rear. The unit shall have integrated sliding tray to allow bulkhead to glide forward or backward after installation.

4. The rack mounted enclosure shall have a transparent hinged front cover to allow visibility of interior after install.

5. Rack mount enclosures shall be available in 1U, 2U and 4U sizes for 19"wide racks, and made of 16-gauge steel power coated.

6. The adapter/connector plates shall snap into the front of the enclosure and accommodate LC connectors as required. Adapter plates shall utilize ceramic sleeves. Multimode adapter plates shall be aqua in color. Single mode adapter plates shall be blue in color.

7. Provide one (1) 6-port LC duplex aqua adapter panel for every 12-strands of multimode fiber optic cable installed. Provide (1) 6-port LC duplex blue adapter panel for every 6-strands of single mode fiber optic cable installed.

8. Fiber patch panel/shelf shall be labeled according to the District's specific requirements.

9. Provide quantity of enclosures and adapter panels as required to terminate all strands.

10. Include all buffer tube fan out kits as required.

11. Product Specification:

    a. Leviton #5R1UH-S03 (1RU), #5R2UH-S06 (2RU), #5R4UH-S12 (4RU)

    b. Leviton #5W110-00N, 5W310-00N

    c. Adapter plate 50µm aqua duplex LC Leviton #5F100-2QL

d. Adapter plate single mode duplex LC Leviton #5F100-2LL

2.9 FIBER OPTIC CONNECTORS

A. Fiber Optic Connectors: Provide a field installable single mode or multimode type connectors to terminate fiber optic cables from cable-to-cable, cable-to-equipment or equipment-to-equipment, and to make jumpers.

1. The connector must:

a. Be pre-polished and field installable.

b. Have a ceramic zirconia ferrule.

c. Be capable of mounting on either 250 um or 900 um buffered fiber.

d. Single mode shall be rated OS2, and multimode shall be rated OM4.

e. Average connector insertion loss: multimode 0.1dB, single mode 0.2dB. Maximum insertion loss: multimode 0.5dB. single mode 0.5dB.

f. Be available in LC style for single-mode and multimode.

g. Have a locking feature to the coupler and assure non-optical disconnect.

2. Product Specification:

a. Single mode blue LC, Leviton #49991-SLC

b. Multimode aqua LC, Leviton #49991-LLC

2.10 COPPER CABLING

A. Outside Plant Multipair Copper Cables

1. All outside plant multipair copper cables shall support analog voice circuits (fire alarm, intrusion alarm, elevator phone, etc.) and building energy management systems.

2. All copper cable placed in the outside environment shall be 24 AWG, solid annealed copper, twisted pair, and multi-conductor. Refer to section 1.12.A.2 of this document for additional requirements.

3. The outside plant cable shall be resistant to mechanical damage, lightning or damage from wildlife.

4. The outside plant cable shall have an aluminum shield, conductors surrounded by FLEXGEL III filling compound (or other water-blocking compound), and have a black polyethylene jacket.

5. All outside plant cable shall be installed in conduit. Direct-bury cable is prohibited.

6. Multi-pair voice grade copper cables installed in underground conduit shall be minimum category-6 rated.

7. Product Specification: Berk-Tek's LANmark-6 OSP, or equal.

B. Indoor Multipair Copper (Riser) Cables: In multi-story buildings, shielded or unshielded 24 AWG multipair copper cables shall be used as vertical riser cables between floors. The inner-building cable shall support analog voice circuits (fire alarm, intrusion alarm, elevator phone, etc.) and building energy management systems. The bending radius and pulling strength requirements of all backbone cables shall be observed during handling and installation. The multi-pair copper cables shall be in plenum or riser rated form and placed in conduit as required by code, or as noted on the bid documents/plan drawings.

1. Shielded: The shielded cable, 25 pair or more, shall consist of solid-copper conductors insulated with expanded polyethylene covered by a PVC skin, be conformance tested to meet ANSI/TIA/EIA 568-C for Category 5E cables, be UL and Listed as CMR. The core shall be overlaid with a corrugated aluminum sheath, which is adhesively bonded to an outer jacket of PVC plastic to form an ALVYN sheath.

   a. The cable shall be available in 25, 50, 100, 150, 200, 300, 400, 600, 900, 1200, 1500, and 1800 pair counts.

   b. Product Specification: BerkTek, ARMM type cable.

2. Non-shielded: The non-shielded non-plenum cable shall consist of 24-AWG solid-copper conductors insulated with color coded PVC, UL Verified to ANSI/TIA/EIA 568-C for Category 5E. The non-shielded cable shall be available in 25, 50, 75 and 100 pair.

   a. Product Specification: BerkTek, ARMM type cable, or equal.

2.11 INDOOR MULTIPAIR RISER CABLE TERMINATIONS

A. The multipair riser cable wiring block shall be 110-type (unless otherwise noted) and support analog voice circuits (fire alarm, intrusion alarm, elevator phone, etc.) and building energy management circuits, be Category 5E or 6 rated, and facilitate cross connection and interconnection using either cross connect wire or the appropriate category patch cords.

1. The wiring blocks shall be fire retardant, molded plastic consisting of horizontal index strips for terminating 25 pairs of conductors each. These index strips shall be marked

with five colors on the high teeth, separating the tip and ring of each pair, to establish pair location.

2. The wiring blocks shall accommodate 22- through 26-AWG conductors and shall be able to mount directly on wall surfaces either with backboards.

3. Clear label holders with the appropriate colored inserts shall be provided with the wiring blocks. Labels shall be color-coded and machine labeled/numbered according to District's requirements.

4. The wiring blocks shall be available in 100, and 300 pair sizes with mounting legs. The space created by the feet, on each side of the block, allows it to be used as a vertical jumper trough.

5. For each wiring block shown on the drawings, provide and install 110-type 5-pair connecting blocks for each horizontal index strip on each wiring block. For example, a 100-pair wiring block serving station cables requires twenty (20) 5-pair connecting blocks.

B. MPOE/MDF/IDF Rooms, or as otherwise indicated on drawings, shall be equipped with 110-type termination blocks for termination of analog station cables. Termination blocks shall consist of a minimum 100-pair. All blocks shall be securely fastened to the room backboards or equipment racks – refer to bid documents/plan drawings. Provide all required D-rings or other approved cable guides as required to provide a neat installation. All cables shall terminate in numerical sequence. Contractor shall provide District with spare 4-pair (C4) and 5-pair (C5) clips, for future use, in sufficient quantity to terminate all unused positions on all 110-blocks.

2.12 PROTECTORS

A. All outside plant underground backbone multipair copper cables shall be provided with protection between each building with an entrance cable protector panel(s). All building-to-building multipair copper cables shall be routed through this protector(s). The protector(s) shall be connected with a #6 AWG copper bonding conductor between the protector's ground lug and the MDF/IDF telecommunications ground busbar (TMGB/TBG).

B. Plug in Surge Protection Modules shall be provided for each pair terminated on the protector chassis. Protector module shall be solid-state type unless otherwise noted.

1. 240VDC/300VDC solid-state protector modules shall provide transient and power fault protection for standard telephone line applications. The modules shall be fast acting, self-resetting current limiters to protect against sneak current type faults. These modules shall be UL Listed with integrated test points and Black in color.

2. 30VDC/75VDC solid-state protector modules shall provide transient and power fault protection for digital and data line applications. The modules shall be fast acting, self-resetting current limiters to protect against sneak current type faults. These modules shall be UL Listed with integrated test points and Red in color.

3. In the event that protector modules are not called out in the drawings, SCS Contractor shall include all costs in base bid to provide the 75v solid-state modules w/sneak current protection. Confirm module color with District's Engineer prior to ordering. In all cases, SCS Contractor is responsible to coordinate appropriate module with District prior to ordering material.

C. Product Specification: Circa, Emerson or Marconi.

2.13 GROUNDING SYSTEM AND CONDUCTORS

A. The SCS Contractor shall utilize a Telecommunications Bonding Backbone (TBB) as provided by the Electrical Contractor. The SCS Contractor shall terminate TBB cable(s) on SCS Contractor provided ground bus bars located at each MDF/IDF Room, or as otherwise indicated on the drawings. Ground bus bars shall be ANSI-J-STD-607-A compliant and UL Listed. MDF telecom main ground bus bar (TMGB) shall be Chatsworth #40153-020. IDF telecom ground bus bars (TGB) shall be Chatsworth # 40153-012, or as noted on the drawings. Wall mounted cabinets require a horizontal rack bus bar (Chatsworth #10610-XXX) (equal by Harger). All communication system bonding and grounding shall be in accordance with the ANSI-J-STD-607-A (current edition), the NEC/CEC, and NFPA.

B. Horizontal cables shall be grounded in compliance with ANSI/NFPA 70 and local requirements and practices.

C. Horizontal equipment including cross connect frames, patch panels, cable trays, equipment racks, ladder trays, conduits, active telecommunication equipment, test apparatus and equipment shall be bonded to the ground bus bars utilizing a #6-AWG solid copper green insulated conductor and 2-hole crimp type grounding lugs. All connections shall be bare metal to bare metal using appropriate antioxidant compound. Burndy mechanical-type grounding lugs and terminals are prohibited. Minimize the length and number of bends of the grounding conductors to the busbar. Attachment to every rack and cabinet shall be made by one of the following methods:

1. Wall mounted IDF cabinets- Attach ground conductor's 2-hole compression lug to the rear rail's top holes of the rack, or front rail's top hole of the cabinet, using either two (2) tri-lobular thread-forming screws (not self-tapping or sheet metal screws) or by using two (2) standard bolts with two (2) "Type B" internal-external tooth lock washers per bolt. If thread-forming screws are not used, remove paint at the connection point and use an approved anti-oxidant prior to attaching the ground conductor.

2. Floor Mounted Cabinet/Racks - Install a dedicated copper horizontal ground busbar strip at the top of the rear rail of each rack and cabinet. Attach ground conductor's 2-hole compression lug to this ground strip using either tri-lobular thread-forming screws (not self-tapping or sheet metal screws) or by using two (2) standard bolts with two (2) "Type B" internal-external tooth lock washers per bolt.

D. The SCS Contractor shall be responsible for providing an approved ground at all newly installed distribution frames, and/or insuring proper bonding to any existing facilities. The SCS

Contractor shall also be responsible for ensuring ground continuity by properly bonding all appropriate cabling, cable sheaths, circuit protectors, closures, cabinets, service boxes, and framework.

E. SCS Contractor shall label both ends of each grounding conductor as close as practical to the point of termination in a readable position. Ground tag must indicate the location of both ends of the ground conductor (e.g. Rack#1 to TMGB) and tag must include the warning "If this connector or cable is loose or must be removed, please call the District's Telecommunications Manager".

2.14 EQUIPMENT RACKS

A. When shown on drawings, communication closets shall be equipped with floor mounted equipment racks provided by the SCS Contractor to house shelves, patch panels, power strips, LAN electronics, UPS, etc. The racks shall be made of aluminum and include mounting hardware for mounting specified termination equipment to the frame.

B. Dimensions shall be 7' H x 19" W x 29" D.

C. Contractor shall provide vertical and horizontal wire managers for patch and equipment cords.

D. Equipment racks and rack mount accessories shall be Black in color, unless otherwise noted.

E. Floor mounted open racks shall be secured from the base to the structural floor to prevent movement, and secured to ladder tray sections installed above. Contractor shall provide and install a minimum of four (4) fasteners/anchors per floor mounted rack. Fasteners installed to the structural floor shall be torqued to the "fastener manufacturer's" recommendation.

F. Racks mounted on raised floors shall be seismically braced to the structural floor below the raised floor to the satisfaction of DSA, and all local, state and federal requirements.

G. Floor mounted open racks shall be secured to the overhead ladder tray/ladder runway.

H. All racks shall be individually grounded to the dedicated telecommunications ground busbar (TMGB, TGB) within the equipment room using a 2-hole compression ground lugs and #6 AWG stranded green jacketed conductor. This ground conductor shall be run as straight as possible, with the length kept as short as possible. Ground wire shall be neatly secured to the rack and ladder runway. Daisy chaining a ground conductor between racks or to other components is not allowed.

I. Product Specification: Chatsworth QuadraRack, 4-post frame, #50120-703.

2.15 EQUIPMENT CABINETS

A. When shown on drawings, cabinets shall be provided by the SCS Contractor to house shelves, patch panels, power strips, LAN electronics, UPS, etc. The cabinets shall be made of lightweight aluminum, UL Listed, and include mounting hardware for mounting specified

termination equipment to the frame. In addition, the mounting hardware must provide vertical and horizontal wire managers for patch cords and equipment cords.

B. Dimensions shall be 48”Hx24”Wx30”D.

C. Contractor shall provide vertical and horizontal wire managers for patch and equipment cords.

D. Equipment cabinets and accessories shall be Black in color unless otherwise noted.

E. Wall mounted cabinets shall be secured to plywood backboard at locations indicated on the plan drawings. Contractor shall provide and install fasteners and anchors that are designed and rated for the determined mounting surface and building construction type. Contractor shall provide and install fasteners and anchors that are designed and rated for the combined weight of the equipment support cabinet and its contents. Contractor shall be responsible for determining correct cabinet mounting and anchoring methods that will safely support the combined weight of the cabinet and its contents. Contractor shall install cabinet in such a manner that a minimum of four (4) fasteners and/or anchors are attached directly into wall framing studs, or if applicable, masonry or concrete wall. Anchoring methods shall comply with DSA requirements and all local, state and federal safety codes.

F. Cabinets shall be configured per the District’s Project Manager’s direction.

G. All floor and wall mounted cabinets shall be individually bonded to the isolated ground busbar (TMGB, TGB) within the equipment room using a 2-hole compression ground lug and #6 jacketed green cable. Wall mounted cabinets require a horizontal rack bus bar (Chatsworth #10610-XXX, equal by Harger) installed at the top position of the front rails. Attach ground lug to this horizontal busbar. Ground wire shall be run as straight as possible, with the length kept as short as possible. Ground wire shall be neatly bundled and secured to the cabinet and ladder tray. Daisy chaining of ground wire between cabinets or to other components is prohibited. The use of screw-type mechanical ground lugs or connections are prohibited.

H. Cabinets mounted on raised floors shall be seismically braced to the structural floor below the raised floor to the satisfaction of DSA and all local, state and federal requirements.

I. Cabinets shall come equipped with a locking Plexiglas front door.

J. Product Specification: Chatsworth, Cube-IT #12419-748

2.16 OUTDOOR ACTIVE EQUIPMENT ENCLOSURES

A. When shown on drawings, Contractor shall provide and install outdoor enclosure(s) in quantity and locations as shown on the plan drawings. Enclosure shall house active and passive equipment as noted on the plan drawings.

B. The enclosure shall have two (2) 19” rails at the front and rear, TS system chassis, with a standard texture solid front door with 130-degree hinge on the right side. Door shall include comfort handle with push button lock.

C. The enclosure shall come equipped with internally fastened side panels, and with a NEMA type 4X AC unit mounted and centered in both directions on the rear door.

D. A NEMA 4 solid base, and include an 8” plinth shall be included.

E. The enclosure shall include a horizontal rack bus bar (Chatsworth #10610-XXX, equal by Harger) and be bonded to ground, per the plan drawings.

F. Enclosure dimensions shall be 31.5”W (800mm) x 70.8”H (1800mm) x 23.6”D (600mm).

G. Product Specification: Rittal

2.17 BACKBOARDS

A. Where indicated on plan drawings, provide new plywood terminal backboards. Use Douglas Fir plywood, A/C grade, finished A-side facing out, with prime coat painted on all surfaces (front, back and sides), and a finish coat of fire retardant white enamel paint. On each plywood sheet leave one (1) Fire Marshal Stamp unpainted for inspection. Unless otherwise indicated, use 8’-0” high x 3/4" thick plywood x length as shown on the plan drawings.

2.18 UNSPECIFIED EQUIPMENT AND MATERIAL

A. Any item of equipment or material not specifically addressed on the drawings or in this document and required to provide a complete and functional SCS installation shall be provided in a level of quality consistent with other specified items.

2.19 FIRE RATED PATHWAY

A. The firewall through-penetration shall be a manufactured, UL Classified, firestop device/ system designed to allow cables to penetrate fire-rated walls with a built-in fire sealing system that automatically adjusts to the amount of cables installed.

B. The firestopping device shall be capable of installation in new construction or retrofit in existing structures.

C. The device shall be UL Tested and Classified in accordance with ASTM E814 (UL 1479) and with ratings up to and including 2 hours.

D. Manufacturer: Specified Technologies Inc., EZ-Path (#EZDP33FW) or equal by Wiremold.

PART 3 – EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

A. The wiring of the system shall be executed in accordance with the drawings and the equipment manufacturer's wiring diagrams. Should any variations in these requirements occur, the Contractor shall notify the District's Project Manager before making any changes. It shall be the responsibility of the manufacturer-authorized distributor of the approved equipment to install the equipment and guarantee the system to operate as per plans and specifications.

B. Furnish all conductors, equipment plugs, terminal strips, etc., and labor to install a complete and operable system.

C. The cables within the rack or cabinets shall be numbered for identification using machine generated labels wrapped around the cable jacket within six (6) inches of termination point. Refer to Labeling Requirements section of this document for additional requirements. Permanent hand written labels are prohibited.

D. Splices of cables are not acceptable.

E. The labor employed by the Contractor shall be regularly employed in the installation and repair of communication systems and shall be acceptable to the District's Project Manager to engage in the installation and service of this system.

F. The system must meet all local and other prevailing codes.

G. All cabling installations shall be performed by qualified and manufacturer-trained technicians.

H. Cable lubricants (i.e. Polywater) shall be used to reduce the cable pull tension stated by the cable manufacturer during cable installation in conduits and innerduct. Contractor shall verify the acceptability of the lubricant to be used with the cable manufacturer, prior to using such a lubricant. Lubricants that harden after installation are not allowed. Submit all proposed lubricants for approval PRIOR to use on low voltage, A/V, coax, fiber, and data cable installation. Cable lubricants shall be allowed to dry a minimum of fifteen (15) days before performing certification tests.

I. Cables may be run exposed above accessible ceilings, provided the cabling is supported independent of other utilities such as conduits, pipes, and the ceiling support systems. The Contractor shall include all costs in base bid for any additional supports/seismic bracing required by the Local Authority having Jurisdiction. The cables shall not be laid directly on the ceiling panels.

J. The cable jacket composition must meet local and all other prevailing fire and safety codes.

K. All firewalls penetrated by structured cabling shall be sealed by use of a non-permanent fire blanket or other method in compliance with the current edition of NFPA and the NEC or other prevailing code and must be a system listed by UL. The Contractor must not use concrete or other non-removable substance for fire stopping on cable trays, wireways or conduits. Contractors who use this method will be required to replace all cables affected and provide the

original specified access to each effected area. This requirement also applies to maintaining fire ratings of all floors penetrated by conduits or devices designated for use by voice and data cabling.

L. All equipment racks and cabinets shall be bolted to the structural floor by the SCS Contractor in the location shown on drawings. Wall mounted relay rack and wall mounted cabinet kits shall be fastened to structural studs, not drywall or backboard only.

M. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the Contractor before final acceptance at no cost to the District.

N. The cable manufacturer's minimum bend radius and maximum pulling tension shall not be exceeded.

O. Cable raceways, when required, shall not be filled greater than the NEC maximum fill for the particular raceway type. Innerduct fill shall not exceed 40-percent.

P. Roof penetrations are prohibited. No conduit shall be installed on roofs or route horizontally on exterior walls.

3.2 SPECIFIC SYSTEM INSTALLATION REQUIREMENTS

A. All communications cabling used throughout this project shall comply with the requirements as outlined in the NEC Articles 725, 760, 770, and 800 (or related CEC Articles), and the appropriate local codes. All copper cabling shall bear UL listed type CMP (Plenum Rated) and/or CM/G (General Purpose) and/or CMR (Riser Rated). All fiber optic cabling shall bear OFNP (Plenum Rated) and/or OFNR (Riser Rated) and/or OFN/G (General Purpose). The SCS Contractor is responsible for installing appropriately rated cable for the environment in which it is installed.

B. Cable Pathways:

1. In suspended ceiling and accessible ceiling areas where duct, cable trays or conduit are not available, the Contractor shall bundle cable, in bundles of 48 or less. Cable bundles shall be supported via "J" hooks attached to the existing building structure and framework at a maximum of five (5) foot intervals. In areas where two or more bundles are traveling in close proximity, utilize a Chatsworth Rapidtrak Cable support system. The Contractor shall adhere to the manufacturers' requirements for bending radius and pulling tension of all cables.

2. Cables or J-hooks shall not be attached to lift out ceiling grid supports or laid directly on the ceiling grid.

3. Cables or J-hooks shall not be attached to or supported by fire sprinkler heads, HVAC ducts, or delivery systems or any environmental sensor located in the ceiling air space.

4. J-hook pathways and cable bundles shall be installed as high up in the accessible ceiling space as possible so as not to interfere with other building systems.

5. Where additional conduit(s)/sleeve(s) are required, but not provided by the electrical Contractor, the SCS cabling Contractor shall be responsible to provide such conduit(s)/sleeve(s). Conduit(s) and sleeve(s) shall be of suitable material, sized, installed, fire-stopped, and grounded as required by the NEC, TIA standards and all other applicable codes and standards. Any conduit(s) and sleeve(s) added by the SCS Contractor shall be approved by the District's Project Manager prior to rough-in.

6. All J-hooks shall be rated and designed for Category 6 and 6A cabling.

C. Sealing of openings between floors, into or through rated fire and smoke walls, existing or created by the Contractor for placement of new or removal of old cable into or through shall be the responsibility of the Contractor. Sealing material (Approved UL listed system) and application of this material shall be accomplished in such a manner that is acceptable to the local fire and building authorities having jurisdiction over this work. Creation of such openings as are necessary for cable passage between locations as shown on the drawings shall be the responsibility of the Contractor's work. Any openings created by or for the Contractor and left unused shall also be sealed as part of this work.

1. Fire stopping work shall be performed by a single Contractor to maintain consistency and accountability on the project.

2. The Contractor shall install penetration firestop seal materials in accordance with design requirements, and manufacturer's instructions.

3. The Contractor's installer shall be certified, licensed or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacturer's products per specified requirements.

4. All installed through penetration firestops shall be identified via label, or stencil. Label shall state that the fill material around the penetrating item is a firestop, and that it shall not be disturbed unless by an authorized Contractor. The label shall include the firestop brand name, and the classified system number for which it was installed.

   a. Sample Label:

      MANUFACTURER'S NAME:
      ATTENTION
      Fire Rated Assembly
      For Any Changes To This System, Please Refer To UL System Listed Below
      PRODUCT:
      HOUR RATING:
      UL SYSTEM:
      INSTALLATION DATE:
      INSTALLED BY: (Contractor's Company name)
      CONTRACTOR LICENSE NUMBER:
      BUSINESS PHONE:
      EMAIL ADDRESS:

D. The Contractor shall be responsible for damage to any surfaces or work disrupted as a result of his work. Repair of surfaces, including painting, shall be included as necessary.

E. Cable bundles within the MDF/IDF shall be dressed into bundles of no more than twenty-four (24) cables. Maintain each bundle with half-inch-wide hook and loop strips spaced every twelve (12) inches maximum.

F. The Contractor shall provide and install all patch cords per direction of the District's project manager in a neat and systematic fashion. Prior to installing all patch cords, the Contractor shall install patch cords in a single rack to demonstrate work practices to the District's project manager. Only after any corrections/modification to the installation as directed by the District's project manager, may the Contractor continue installing the patch cords in the remaining racks.

G. Each equipment cabinet and rack requires its own dedicated grounding connection to the grounding infrastructure. Grounding infrastructure shall consist of a dedicated #6 AWG (min.) green conductor from every rack/cabinet back to the TMGB/TGB. All ground conductor attachments to the TMGB/TGB shall utilize 2-hole compression lugs. See Section 2.13 Grounding System and Conductors of this document for more information.

H. In raised-floor environments, the ground conductor shall attach to the lowest holes on the front rail of each rack/cabinet.

I. Rack/cabinet mounted equipment shall be grounded via the chassis, in accordance with manufacturer's instructions. The equipment chassis shall be bonded to the rack/cabinet using one of the following methods:

    0. If the equipment has a separate grounding hole or stud, use a #10-AWG ground wire from the chassis ground hole/stud to the rack grounding bus.

    1. If the manufacturer suggests grounding via the chassis mounting flanges, use tri-lobular thread-forming screws (not self-tapping or sheet metal screws) to attach the equipment to the rack/cabinet rails. If the equipment mounting flanges are painted, remove the paint and apply an anti-oxidant, or use tri-lobular thread-forming screws and two (2) "Type B" internal-external tooth lock washers to safely ground equipment to the rack.

J. Bonding of ladder tray sections- Attach bonding straps to each ladder tray section by utilizing either two (2) tri-lobular thread-forming screws (not self-tapping or sheet metal screws) or by using two (2) standard bolts with two (2) "Type B" internal-external tooth lock washers per bolt. If thread-forming screws are not used, remove paint at each connection point and use an approved anti-oxidant prior to attaching the bonding strap.

K. Bonding and Grounding: All cable sheaths and splice cases shall be grounded to a Telecommunications Ground Bus. All grounding must be in accordance with the NEC, NFPA, TIA-607-B and all local codes and practices. The Electrical Contractor shall be responsible for providing a properly sized grounding conductor from the main electrical ground to the telecommunications ground bus in each MDF/IDF room. The SCS Contractor shall be responsible to provide the telecommunications busbar, attach the Electrical Contractor-provided

ground conductor, and bond all required equipment and components within each MDF/IDF to the busbar.

L. Power Separation: The Contractor shall not place any distribution cabling alongside power lines, or share the same conduit, channel or sleeve with electrical apparatus. Maintain a minimum of 12 inch separation from light fixtures.

M. Miscellaneous Equipment: The Contractor shall provide any necessary screws, anchors, clamps, hook & loop ties, distribution rings, wire molding (MDF & IDF locations), miscellaneous grounding and support hardware, etc., necessary to facilitate the installation of the System.

N. Special Equipment and Tools: It shall be the responsibility of the Contractor to furnish any special installation equipment or tools necessary to properly complete the System. This may include, but is not limited to, tools for terminating cables, testing and splicing equipment for copper/fiber cables, communication devices, jack stands for cable reels, or cable winches.

O. Labeling: The Contractor shall be responsible for printed labels for all pull boxes, conduits, cables, protectors, racks, cabinets, patch panels, connector panels, cords, distribution frames, and outlet locations, according to the specifications. Hand written labels are prohibited. See LABELING REQUIREMENTS Section 3.9 of this document for more information.

P. Cable Storage: The Contractor shall not roll or store cable reels without an appropriate underlay and the prior written approval of District's Project Manager.

Q. Cable Records: The Contractor shall maintain conductor polarity (tip and ring) identification at the main equipment room (switch room), risers, and station connecting blocks in accordance with industry practices, but only in locations authorized by the District's Project Manager. Contractor to provide spread sheet for all outdoor backbone and indoor riser backbone cables tested.

R. All installation shall be done in conformance with TIA-568-C standards, BICSI TDMM guidelines and manufacturer's installation guidelines. The Contractor shall ensure that the maximum pulling tensions of the specified distribution cables are not exceeded and cable bends maintain the proper radius during the placement of the facilities. Failure to follow the appropriate guidelines will require the Contractor to provide, in a timely fashion, any additional material and labor necessary to properly rectify the situation to the satisfaction and written approval of the District's Project Manager. This shall also apply to any and all damages sustained to the cables by the Contractor during the implementation.

3.3 STRUCTURED CABLING GENERAL INSTALLATION DESCRIPTION

A. The structured cabling system shall consist of any or all of the following subsystems:

1. Work Area Subsystem

2. Horizontal Subsystem

3. Administration Subsystem

4. Backbone Subsystem

5. Equipment Subsystem

B. Work Area Subsystem: The Work Area Subsystem provides the connection between the telecommunications outlet (TO) and the station equipment in the work area. It consists of cords, adapters, and other transmission electronics.

1. Contractor shall supply the wiring or cords that connect terminal devices to telecommunications outlets. This includes mounting cords and connectors, as well as extension cords.

C. Horizontal Subsystem: The Horizontal Subsystem provides connections from the horizontal cross connect to the telecommunications outlets in the work areas. It consists of the horizontal transmission media, the associated connecting hardware terminating this media and outlets in the work area. Each floor of a building is served by its own Horizontal Subsystem(s).

1. Horizontal Cabling

a. Contractor shall supply horizontal cables to connect each telecommunications outlet to the backbone subsystem as shown on the drawings.

b. Unless otherwise noted on the floor plans or within this document, the type of horizontal cables used for each work location shall be 4-pair unshielded twisted pair (UTP).

c. The 4pair UTP cables shall be run using a star topology format from the administration subsystem to every individual telecommunications outlet. All cable routes, other than those dictated on the drawings, are to be approved by District's Project Manager prior to installation.

d. The length of each individual run of horizontal cable from the administration subsystem to the telecommunications outlet shall not exceed 295-ft (90 m).

e. Contractor shall observe the bending radius and pulling strength requirements of the 4pair UTP cable during handling and installation.

f. Each run of cable between the termination block and the telecommunications outlet shall be continuous without any joints or splices.

g. All station cable shall be placed in the interior of walls unless otherwise noted in the bid documents/plan drawings.

h. In the event Contractor is required to remove ceiling tiles, such Work shall not break or disturb the ceiling grid. Removal of the ceiling grid must be coordinated with the District's Project Manager. All insulation shall be replaced in its original

location. Contractor shall be responsible to replace any ceiling tiles that they damage during the course of their work, at no additional cost to the District.

i. Avoid electromagnetic interference (EMI) by maintaining adequate physical separation between telecommunications cabling and possible sources such as, but not limited to, electric motors, electric erasers, electric pencil sharpeners, transformers, fluorescent lighting that share distribution space with telecommunications cabling, copiers that share work area space with line cords and terminals, large fax machines and power cords that supports such equipment. Minimum separation shall be six (6) inches.

j. Contractor shall provide District's Project Manager with detailed cable run diagrams for cable runs within raised floors (if shown on plans) detailing exact locations of cable for review and written approval by District's Project Manager.

k. Conduit runs installed above grade by the Contractor should not exceed one hundred (100) feet or contain more than two (2) 90-degree bends without utilizing appropriately sized pull box. Pull boxes are not to be used in lieu of a bend.

l. Station cables and riser cables installed within ceiling spaces shall be routed through these spaces at right angles to electrical power circuits.

m. Each station cable shall have 1 meter of service slack configured in an "S" shape via J-hooks at rack or wall field end and one (1) foot of service loop at station outlet end. Service slack shall be located within fifteen (15) feet of the MDF/IDF as required to maintain a neat and "workmanship like" installation.

D. Administration Subsystem: The Administration Subsystem links all of the subsystems together. It consists of labeling hardware for providing circuit identification and patch cords or jumper wire used for creating circuit connections at the cross connects. All wallfield layouts must be approved by District's Project Manager prior to rough-in and installation.

1. Separate termination fields shall be created for voice/data, wireless access points, paging, surveillance cameras, clocks, and building energy management system applications.

2. Termination blocks that require rotation after connection of horizontal/vertical wiring will not be allowed.

3. Contractor shall supply cross-connect wire, patch cords and fiber patch cords for crossconnection and interconnection of termination blocks and lightguide interconnection units.

E. Backbone Subsystem:

1. The main cable route between two or more buildings is called the Backbone Subsystem. It links the main distribution frame (MDF) in the equipment room to each intermediate distribution frame (IDF). It consists of the backbone transmission media between these locations and the associated connecting hardware terminating this media. It is normally

installed in a star topology, with first-level backbone cables beginning at the main cross connect. If needed, second-level backbone cables begin at intermediate cross connects.

2. The backbone subsystem shall include vertical runs (riser) of inbuilding cable between floors of a multi-story building, if applicable.

3. All backbone fiber optic cable(s) will be run in innerduct and terminated in the MDF/IDF Rooms, or as otherwise indicated on the plan drawings, with connectors, type as specified elsewhere, in rack mounted or wall mounted fiber patch panels equipped with sufficient panels, couplers and jumper storage shelves to terminate and secure all fibers. All innerduct (Carlon or equal) shall be corrugated and a minimum of 3/4" in diameter unless otherwise indicated on plans. Innerduct shall be plenum, riser or general rated as required by the environment in which it is to be installed. Innerduct capacity shall not exceed 40 percent fill.

4. All backbone multipair copper cable(s) will be terminated in the MDF/MPOE/IDF rooms, or as otherwise indicated on the plan drawings. Backbone multipair cable shall be terminated on building entrance fused protectors as specified elsewhere in this document. The minimum pair count for multipair copper cable between buildings shall be 25-pairs. Refer to bid documents/plan drawings for any additional required pairs.

5. In multi-story buildings, Contractor shall supply multipair copper cables and optical cables as the riser cables between floors. Reference this document and plan drawings for quantities. Contractor shall observe the bending radius and pulling strength requirements of all backbone cables during handling and installation.

F. Equipment Room Subsystem: The Equipment Subsystem consists of shared (common) electronic communications equipment in the equipment room or telecommunications closet and the transmission media required to terminate this equipment on distribution hardware.

3.4 DAMAGES

A. The Contractor will be held responsible for any and all damages to portions of the building caused by it, its employees or sub-Contractors; including but not limited to:

1. Damage to any portion of the building caused by the movement of tools, materials or equipment.

2. Damage to any component of the construction of spaces.

3. Damage to the electrical distribution system.

4. Damage to the electrical, mechanical and/or life safety or other systems caused by inappropriate operation or connections made by the Contractor or other actions of Contractor.

5. Damage to the materials, tools and/or equipment of the District, its consultants, agents and tenants.

3.5 PENETRATIONS OF WALLS FLOORS AND CEILINGS

A. Unless specifically shown on the drawings, the Contractor shall make no penetration of floors, walls or ceiling without the prior written approval of the District's Project Manager.

B. Any penetrations through acoustical walls or other walls for cable pathways/cables shall be sealed by the Contractor in compliance with applicable code requirements and as directed by District's Project Manager.

C. Any penetrations through fire-rated walls for cable pathways/cables shall be sealed by the Contractor as required by code and as directed by District 's Project Manager. The Contractor shall be required to work together with the General Contractor and the Electrical Contractor to coordinate and develop all fire stopping methods prior to any cable installation. The Contractor shall also, prior to the commencement of on-site activities, submit to District's Project Manager, details of any special systems to be used.

D. Roof penetrations are prohibited. No conduit shall be installed on roofs or route horizontally on exterior walls.

3.6 TESTING/WARRANTY

A. Structured Cabling System

1. The Contractor shall provide competent, test equipment manufacturer-trained engineers and/or technicians, authorized by the manufacturer of the cabling system, to technically supervise and participate during all tests for the systems.

2. The Contractor shall test and certify the cabling system to minimum standards as set forth in the TIA-568-C specifications for 100BaseTX Ethernet and for Category 6 cable, token ring, and 1000baseT signals.

3. All cables and termination hardware shall be 100% tested for defects in installation and to verify cable performance under installed conditions. All conductors of each installed cable shall be verified usable by the Contractor before system acceptance. Any defect in the cable system installation including but not limited to cable, connectors, feed-through couplers, patch panels, splices, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed.

4. Each cable shall be tested for continuity on all pairs and/or conductors. Twisted-pair voice cables shall be tested for length, continuity, pair reversals, opens, shorts, transpositions, presence of AC and DC voltages and opens. Twisted-pair horizontal cables shall be tested for the all of the above requirements, plus tests that indicate installed cable performance. Category-6 and catgegory-6A cables shall be tested using a TIA-568-C.2-1 Category 6A Level III/IEC 61935 Level III or better, ETL certified cable tester/analyzer.

5. Shielded/screened cables shall be tested with a device that verifies shield continuity in addition to the above stated tests.

6. The test shall be recorded as pass/fail as indicated by the test set in accordance with the manufacturers recommended procedures, and referenced to the appropriate cable identification number and circuit or pair number. Any faults in the wiring shall be corrected and the cable re-tested before final acceptance.

7. Each installed cable shall be tested for installed length using a Time Domain Reflectometer (TDR) type device. The cables shall be tested from patch panel to patch panel, block to block, patch panel to outlet or block to outlet as appropriate. The cable length shall conform to the maximum distances set forth in the TIA-568-C Standard. Cable lengths shall be recorded, referencing the cable identification number and circuit or pair number.

8. Multi-pair cables, record the following tests on every cable pair in each multipair cable using a TDR type device: record the shortest pair length, continuity, pair reversals, shorts, opens, transpositions, presence of AC and DC voltage.

9. Enhanced Category 6 and 6A data cable shall be performance verified using an automated test set. This test set shall be capable of testing for the continuity and length parameters defined above, and provide results for the following tests:

    a. Attenuation (Insertion Loss).

    b. Return Loss (RL).

    c. Near End Crosstalk (NEXT) – measured at both ends of each cable pair.

    d. Attenuation to Crosstalk Ratio (ACR).

    e. Power Sum Near End Crosstalk (PSNEXT).

    f. Power Sum Attenuation to Crosstalk Ratio (PSACR).

    g. Far End Crosstalk (FEXT).

    h. Equal Level Far End Crosstalk (ELFEXT).

    i. Power Sum Equal Level Far End Crosstalk (PSELFEXT).

10. Test results shall be automatically evaluated by the equipment, using the most up-to-date criteria from the ANSI/TIA/EIA Standard, and the result shown as pass/fail. Test results shall be printed directly from the test unit or from a download file using an application from the test equipment manufacturer. The printed test results shall include all tests performed, the expected test result, and the actual test result achieved.

11. Optical Fiber Cable Testing: All fiber testing shall be performed on all fibers in the completed end to end system by test equipment manufacturer-trained engineers and/or technicians. There shall be no splices unless clearly defined in Section 3 of this specification or on the plan drawings. Testing shall consist of a bi-directional end to end OTDR trace performed per ANSI/TIA/EIA 455-61 & ANSI/TIA/EIA 526 and a bi-directional end to end power meter test performed per ANSI/TIA/EIA 455-53A. The system loss measurements shall be provided at 850 and 1300 nanometers for multimode fibers and 1310 and 1550 for single mode fibers.

    a. Pre-installation cable testing: The Contractor shall test all fiber optic cable prior to the installation of the cable. The Contractor shall assume all liability for the replacement of the cable should it be found defective during the warranty period.

    b. Loss Budget: Fiber links shall have a maximum loss of: (allowable cable loss per km) x (km of fiber in link) + (.4dB) x (number of connectors) = maximum allowable loss.

    c. Any link not meeting the requirements of the standard shall be brought into compliance by the Contractor, at no additional charge to District.

12. The Contractor shall provide test documentation to the District's Project manager in a three ring binder(s) and in CD format within three weeks after the completion of a specific project. The binder(s) shall be clearly marked on the outside front cover and spine with the words "Test Results", the project name, and the date of completion (month and year). The binder shall be divided by test type. A paper copy of the test results shall be provided that lists all the links that have been tested, and include link name, overall pass/fall evaluation, date and time of test, cable type and NVP value. Detailed test results shall be provided for each link tested and shall include length, propagation delay, delay skew, insertion loss, return loss, NEXT, ELFEXT, ACR, PSNEXT, PSELFEXT, and PSACR. Detailed test results for each link will also include customer site name, name of standard selected to execute the tests, date and time test results were saved in memory of test unit, brand name model and serial number of tester and revision of the tester software and test standards database in the tester. Individual test data within each section shall be presented in the sequence listed in the test summary records. Unless a more frequent calibration cycle is specified by the manufacturer, an annual calibration cycle is anticipated on all test equipment used for this installation.

13. When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be collocated in the binder.

14. The entire SCS system shall be warranted free of mechanical or electrical defects by the Contractor for a period of one year after final acceptance of the installation.

15. Any equipment that is not installed per the manufacturer's recommendation shall be replaced promptly and at no cost to the District.

16. Any material showing mechanical or electrical defects shall be replaced promptly at no expense to the District.

17. Provide all labor and material warranties for each system, as described elsewhere in this document.

18. At the District's direction, the Contractor shall perform additional random testing which shall consist of a random sample of up to 10% of each installation distribution system. The Contractor shall assume responsibility for providing the proper test equipment and staff to conduct tests. The District's representative shall witness the tests.

19. Should the initial 10% test not be 100% successful (all drops testing over Cat6 up to 250MHz), the Contractor shall assume responsibility to repair/replace non-passing links, at the direction of the District, and the links to re-verify and resubmitted. A 20% random sample shall then be conducted to ensure proper performance of the system.

20. Should there be failure in this re-test, the Contractor shall be responsible to repeat the re-test procedure until such time as all cabling is verified.

3.7

COMPLETION OF WORK:

A. At the completion of the Systems, the Contractor shall restore to its former condition, all aspects of the project site and on a daily basis, shall remove all waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services provided under this Contract. All clean up, restoration, and removal noted above will be by the Contractor and at no cost to District. If the Contractor fails in its duties under this paragraph, District may upon notice to the Contractor perform the necessary clean up and deduct the costs thereof from any amounts due or to become due to the Contractor. It shall be the Contractor's responsibility to remove trash from the areas it is working in and bring trash and debris to the Contractor provided dumpster.

3.8 INSPECTION

A. On-going inspections shall be performed during construction by the District's representative. All work shall be performed in a high quality manner and the overall appearance shall be clean, neat and orderly. Any work that does not meet the District's representative's approval shall be removed and reinstalled by the Contractor at no additional cost to the District.

3.9 LABELING REQUIREMENTS

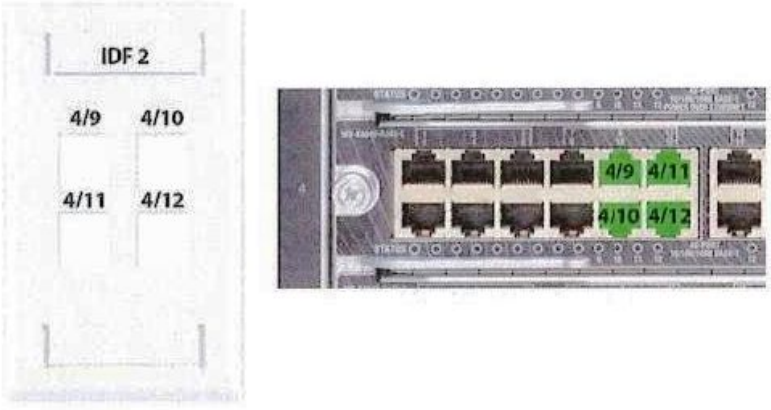
A. Numbers must be assigned to each outlet location using a logical designation convention. Blueprints with the outlet placement and configuration information have been furnished to the Contractor. Contractor will provide the equipment as necessary to generate Panduit PAN-CODE (or Equal) laser printer generated self-laminating labels using the numbering convention shown below and as specified herein. Before any permanent labels are installed on blocks, face plates or cables, Contractor shall submit a sample label of each various type listed below to District's Project Manager for written approval to ensure compliance with the labeling scheme, legibility, etc. Contractor is responsible to provide the labeling scheme as described herein.

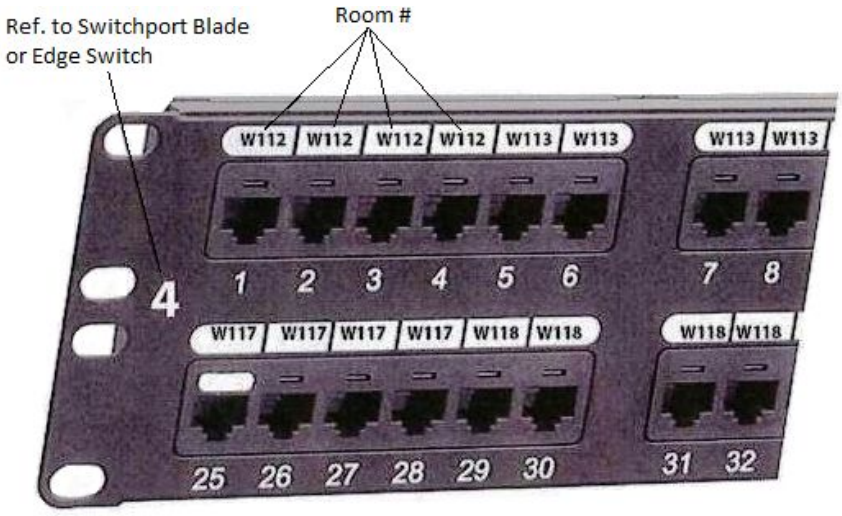
B. Station Faceplate (Telecommunications Outlet) Labeling. The following is illustrative of the number convention to be used:

1. Top Window: IDF-2. This identifies the IDF location where cable originates within the building (i.e., IDF room "#2").

2. Bottom Window: blank. For future use.

3. Faceplate jacks shall be numbered sequentially from top to bottom, and left to right. Individual jack labels shall indicate Patch Panel number / port number. (i.e., 4/9 represents patch panel #4, patch panel port #9).





C. Network Switch Labeling. All rack mounted Ethernet edge switches shall be sequentially numbered. Number shall be printed and attached to the left edge and centered. Numbers shall be minimum 1/2" high and printed white on a black background.

D. Patch Panel Labeling. All copper category 6 and 6A rack mounted patch panels shall be sequentially numbered, beginning with the uppermost panel in the rack. Patch panel number shall be printed and attached to both left and right edges and centered. Numbers shall be minimum 1/2" high and printed white on a black background. Patch panel ports shall be labeled with the corresponding room number where the cable's faceplate is located. Cables shall be terminated sequentially by room number and faceplate order.

E. Station Cable Jacket Labeling. All Category 6 and Category 6A cables shall be labeled within six inches of each termination end (e.g., at both ends, outlet end and MDF/IDF end) using machine-generated, "P-Touch" type, self-laminating cable markers.

1. Example: IDF2-4/9

2. IDF location where cable originates (i.e., IDF room "#2").

3. Patch panel and port numbers where cable terminates (i.e., patch panel #4, port #9)

F. Backbone and Riser Multipair Cable Labeling. All backbone and riser cables (copper, fiber, coax, etc) will be labeled to reflect the origin and destination abbreviation for the cable and pair counts on large font (16 pitch) self-laminating labels, which shall be located within 18 inches of each end of the cable. Labels shall be placed on the cable to be visible without relocating surrounding cables.

1. Example #1: IDF2/IDF3/CP100/01

2. IDF2: Cable Origination

3. IDF3: Cable Destination

4. CP100: Cable Type & Pair or Strand Count (ex. 100 – pair Copper Cable. Other possibilities include CX for coax, HB for hybrid fiber cable, MM for multimode cable, and SM for singlemode cable.)

5. 01: Cable identification number (ex. cable 01). There may be more than one backbone or riser cable with the same origin, destination and pair count.

G. Multipair Cable Termination Block Labels. All multipair cables will be labeled using appropriate terminal-block label strip with label holders. Termination blocks shall be labeled in such a manner to indicate Termination Block number (ex: W1, W2, etc) and type of cables (ex. Fire Alarm-FA, Security Alarm-SE, Paging-PA, FAX machine, etc.).

1. Termination Block Label:

2. Example: W1 – Alarm Cables 1st Floor

3. W1: Wall Field 100-pair 110-block #1

4. Individual cable numbers on label strip:

5. Example: 001

6. Station #1

H. Multipair Cable Termination Block Labels. All multipair riser blocks shall be labeled using appropriate terminal-block label strip with label holders and shall follow the labeling scheme outlined above. Building interconnect cable termination block labels shall be per ANSI/TIA/EIA-606-B. Final label scheme shall be determined by the District's decision.

I.

Fiber Enclosure Labels. All fiber enclosures and panels will be labeled using self-laminating laser label markers. Fiber labels shall include all information as specified by the District. Contractor is responsible to provide a labeling scheme that meets with the District's satisfaction. At a minimum, the fiber enclosure label card shall indicate: destination of connected cables, slash (/), origination of connected cables, slash (/), and the fiber enclosure number and port number.

1. Example: MDF/IDF2/1-1

2. MDF: Destination Patch Panel Location Designation

3. IDF2: Origination Patch Panel Location Designation

4. 1-1 Indicates fiber enclosure number and fiber port number on both origin and destination fiber enclosures.

J. Equipment Rack/Cabinet Labeling: All equipment racks/cabinets shall be labeled according to their room identifier and a two-digit number. The labels will be engraved plastic plates, with 1"-high white letters on black background. The labels will be attached to the cross member at the top front of each frame or rack with appropriately sized sheet metal screws. Self-adhesive strips, glues, etc. are unacceptable. Racks and cabinets within the same room shall be numbered sequentially from left to right, when facing the front of the racks/cabinets.

1. Example: MDF-01

2. MDF Room Designation

3. 01 Rack Identifier

K. Innerduct and Fiber Cable Warning Labeling. The Contractor shall provide and install tags of stamped plastic for tube cable and innerduct. The labeling convention described above within Paragraph E shall apply. Additionally, the Contractor will also install fiber optic warning tags (Panduit #PST-FO) every 12 feet on all exposed fiber optic cable and on innerduct containing fiber optic cable installed within the building, also on innerduct and cable visible in each pull box, manhole, and vault.

L. MDF/IDF Floor Plan Mounting Frame: Provide wall mountable floor plan mounting frame with removable Plexiglas front cover in each MDF/BDF/IDF. Frame and cover shall be sized to house 30"x42" floor plan drawing. Coordinate location of frame with District's Project Manager prior to installation.

M. Telecommunications Main Grounding Busbars (TMGB, TGB): All telecom grounding busbars shall be labeled using large font (16 pitch) self-laminating labels. Labels shall indicate "TMGB" or "TGB". If more than 1 busbar is in the room, include a numerical indication (ex: TMGB-1).

3.10

MISCELLANEOUS PROJECT REQUIREMENTS

A. Site Cleaning: Throughout the progress of the plant construction, the Contractor shall keep the working area free from debris of all types and remove from the premises all rubbish resulting from any work done by Contractor. On a daily basis and at the completion of its work, the Contractor shall, to the extent possible, leave the premises in a clean and finished condition.

B. Conduits: All backbone cabling will run through dedicated conduits. All new conduits will be supplied with a pull string. Contractor shall supply pull string and pull rope for the installation of all cables in existing conduits. For all conduits left with available capacity, Contractor shall replace pull strings with ¼-inch pull rope during the course of his work. Contractor must seal all underground low voltage conduits within manholes, underground vaults/pull boxes, and underground conduits that enter a facility, with an approved mechanical water/gas/air tight plug. Unused conduits shall be sealed with a blank plug.

C. Seismic Requirements: Contractor will install all equipment racks, equipment cabinet enclosures, cable runways, etc. according to DSA and local, state and/or federal code. Contractor will notify District's Project Manager of such requirements and shall provide such bracing as required. Contractor to coordinate all installation with the structural Engineer of Record.

D. Safety Requirements: Contractor will utilize appropriate personnel and display warning signs, signals, flags and/or barricades at the work site to ensure adherence to safety regulations and as prudence requires.

E. Specification/Drawing Status: All specifications and drawings related to this project will be "frozen" after shop drawing approval. The District reserves the right to negotiate any future changes with the Contractor at any time.

3.11 MISCELLANEOUS SUPPORT REQUIREMENTS

A. Upon approval of shop drawings, Contractor shall immediately place orders for all required materials, components, and supplies. In addition, Contractor shall secure and forward written confirmations (including orders and shipping dates) direct from each manufacturer/vendor to the District's Project Manager.

B. Contractor shall expedite shipment of all materials, components and supplies, as necessary to ensure the successful completion of the Project by the date required. All costs for expediting shall be included within Contractor's pricing as provided below.

C.

The system cost herein shall include administration/maintenance training for at least five (5) District representatives with a minimum allotment of two (2) eight-hour sessions. All training shall include written and/or video materials that shall remain the property of District. If materials are written, they shall be provided in quantities sufficient for each person trained; if materials are video, one (1) copy of each will be required. The administration/maintenance training shall include, but not be limited to, the following:

1. Review of as-built documentation, including a site demonstration.

2. All warranty information.

D. Minimum standards for maintenance purposes shall include optional access to service on a 24 hour-a-day, 365 day-a-year basis. In addition, Contractor shall, upon notification, respond as follows:

1. Emergency Response: Contractor must respond by utilizing remote diagnostics capabilities (as applicable) within thirty minutes of notification. If necessary, Contractor must dispatch at least one certified technician for arrival on-site within two hours of notification.

2. Non-Emergency Response: Contractor shall respond by utilizing remote diagnostics capabilities and or cause dispatch of at least one certified technician for arrival on-site within one business day of notification.

3. Definition of “Emergency”: For maintenance purposes, “emergency” shall be defined as one or more of the following conditions:

a. Defects of any riser pairs and/or components involving at least ten percent (10%) of any riser cable’s capacity.

b. Defects of station cable pairs and/or components involving at least ten percent (10%) of any department or group of voice and/or data stations.

c. Defects significantly impairing any single attendant console.

d. Defects of any fiber optic cable and/or components involving at least ten percent (10%) of any department or group’s fiber-based systems and/or stations.

e. Any pre-defined failure as submitted by District and agreed to be Contractor.

3.12 FINAL ACCEPTANCE

A. The District or District's representative may visit the site during the installation of the system to ensure that correct installation practices are being followed.

B. The District or District's representative will conduct a final job review once the Contractor has finished the job. This review will take place within one (1) week after the Contractor notifies the District.

C. Two (2) copies of all certification data and drawings for all identifications shall be provided to the District before the District's review.

D. The District or District's representative will review the installation and certification data prior to the system acceptance.

E. The District or District's representative may test some of the systems features to ensure that the certification data is correct. If a substantial discrepancy is found, the District reserves the right to have an independent consultant perform a certification of the entire system. If such a procedure is undertaken, the cost of the testing will be billed back to the Contractor.

F. In the event that repairs or adjustments are necessary, the Contractor shall make these repairs at his own expense. All repairs shall be completed within ten (10) days from the time they are discovered.

G. The Contractor shall provide two (2) copies of an "operating and servicing manual" for the system within fourteen (14) calendar days of District's final acceptance of the system. The manuals shall be bound in flexible binders. All data shall be printed material or typewritten. Each manual shall include the following: instructions necessary for the proper operation and servicing of the system; complete as-built installation drawings of the system (11"x17"); equipment specification cut sheets, complete performance test data, complete warrantee information and replacement parts list with current prices listed, contact information for repair and warranty work requests.

1. The Contractor shall mount a full size 30" x 48" bond copy of each scaled Site Plan within MDF room and each IDF room with removable Plexiglas front cover. Frame and cover shall be sized to house the site plan and floor plan drawings. Coordinate location of frame with District's Project Manager prior to installation.

2. The Contractor shall hand to the District a copy of any applicable installation specific software configurations including all log-in passwords in CD format.

END OF SECTION

BID FORM

TO: Perris Union High School District, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points

Scope as described in the Notice Inviting Bids, all in strict conformance with the drawings and other contract documents on file at the Facilities Planning Department of said District for amounts set forth herein.

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____

3. BASE BID :

TOTAL CASH PURCHASE PRICE IN WORDS (including any applicable allowances):

_____ DOLLARS

TOTAL CASH PURCHASE PRICE NUMERICAL (including any applicable allowances):

($_____) including all applicable taxes and licenses.

4. ALTERNATES: (If Applicable) The following amounts shall be added to or deducted from the Base Bid at the District's option.

Alternate 1 (Add / Deduct)* _____

Alternate 2 (Add / Deduct)* _____

Alternate 3 (Add / Deduct)* _____

Alternate 4 (Add / Deduct)* _____

*Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In absence of any clear indication of the additive or deductive nature of the item, it shall be assumed that the item is intended to be deductive in nature.

BID FORM

5. DISTRICTS RIGHT TO REJECT: It is understood that the District reserves the right to reject this bid and that the Bid shall remain open to acceptance and is irrevocable for a period of forty-five (45) days.

6. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within seven (7) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Bidder, if awarded the proceed, and shall be completed by the Contractor in the time specified in the contract documents.

7. NOTICE OF AWARD: Notice of Award or other correspondence should be addressed to the undersigned at the address stated on next page.

8. NAME OF PRINCIPALS: The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual, state first and last names in full.)

9. The undersigned Bidder declares that he or she is licensed in accordance with the act providing for registration of Contractors and the documentation of this licensure is as follows:

Bidder's License Number is: _____

Classification: _____

License Expiration Date Is: _____

If the Bidder is a joint venture, each member of the joint venture must include the above information.

10. The undersigned Bidder declares that he or she:

- ☐ Is a resident California company
- ☐ Is not a resident California company

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11. In the event the Bidder to whom Notice of Award is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the Bidder's bid deposit or bond forfeited as damages.

BID FORM

Proper Name of Bidder

By: _____ By: _____

Signature Signature

Typed or Printed Name Typed or Printed Named

Title Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership: and if Bidder is an individual, his signature shall be paced above.

Street Address: _____

City & State: _____

Telephone: _____

Fax: _____

END OF DOCUMENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____ _____, as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at_____, are held and firmly bound unto the Perris Union High School District, hereinafter referred to as District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20_____, for construction of:

E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points

NOW THEREFORE, the Principal shall not withdraw said bid within 30 days after said opening; and the Principal, when given Notice of Intent to Award Contract, shall within seven (7) days after the prescribed forms are presented to him for signature, return executed copies of the Agreement to the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By

_____

Title

_____

(Corporate Seal)

Surety

By

_____

Title

_____

(Attach Attorney-in-Fact Certificate)

DESIGNATION OF SUBCONTRACTORS

To Be Submitted With Bid

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

(b) The portion of the work to be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

(a) Substitute any subcontractor,

(b) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or;

(c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section 4100 of the Public Contract Code shall be deemed to be in violation of this contract and the District may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved.

DESIGNATION OF SUBCONTRACTORS

To Be Submitted With Bid

SUBCONTRACTORS LIST
All Subcontractors in excess of 1/2 of 1% of total bid must be listed.

SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK:
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK:
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK:
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK:
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )
SUBCONTRACTOR: LOCATION/ADDRESS:		ITEM OF WORK:
LICENSE NO. **CLASS:**	**EXPIRATION DATE:** / /	PHONE: ( )

PROPER NAME OF BIDDER

BY

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ (title) of _____ (company), the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Bidder Name (Person, Firm, Corp)	Authorized Representative Signature
Address	Representative's Name
City, State, Zip	Representative's Title

CERTIFICATION PAGE

1. SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor, and I fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

I fully indemnify Perris Union High School District, its officers, agents, employees, the Architect and any of its consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

2. EMPLOYMENT CERTIFICATION

I certify that I, the undersigned bidder, have not been convicted in the preceding five (5) years of the date established for receipt of bids, of violating a state or federal law respecting the employment of undocumented aliens.

3. DEBARRMENT CERTIFICATION

I certify that I, the undersigned bidder, will not contract with any debarred subcontractor and should any public money be paid to a debarred subcontractor on this project, same shall be returned to the awarding body.

4. CHILD AND FAMILY SUPPORT OBLIGATION CERTIFICATION

I certify that I, the undersigned bidder, shall fully comply with all the requirements of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Compliance shall include providing names of all new employees to the New Hire Registry maintained by the Employment Development Department.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

(Signature of Bidder)

_____

(Typed Name of Bidder)

SUBSCRIBED BEFORE ME on this _____day of _____, 20_____

_____

Notary Public

My Commission Expires: _____

INFORMATION REQUIRED OF BIDDER
General Information

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause it to be rejected. Additional sheets may be attached if necessary. "You" or "Your", as used herein, refers to the Bidder's firm and any of its officers, directors, shareholders, parties, and principals.

1. Firm Name and Address:

_____

_____

2. Telephone:_____ Fax_____

3. Type of Firm (check one)

Individual_____ Partnership_____ Corporation_____ Joint Venture____

4. Contractor's License: Primary Classification _____

License No.:_____ Expiration Date: _____

Supplemental classification held, if any, and license number (s) and expiration date(s):

_____

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the District that the Contractor was properly licensed at the time the contract was awarded and Contractor continues to be so licensed throughout the term of the contract. Any Contractor not so licensed is subject to penalties under the law.

The District is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

5. Have you ever been licensed under a different name or different license number?
If Yes, give name and license number.

6. Names and titles of all officers of the firm:

_____ _____

_____ _____

_____ _____

7. Number of years as a Contractor in construction work of this type:

8. Person who inspected site of the proposed work for your firm:

Name and Title:_____

Date of Inspection:_____

INFORMATION REQUIRED OF BIDDER
General Information

9. How many years of experience in school construction work has your organization had?

   (a) As a general contractor? _____

   (b) As a subcontractor? _____

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? _____
    If the answer is "Yes", give dates, names, and address of surety and details.

    _____

    _____

    _____

11. Have you been assessed liquidated damages for any project in the past three (3) years? _____
    If the answer is "Yes", please explain:

    _____

    _____

    _____

12. Have you been in litigation on a question relating to our performance on a contract during the past three (3) years? _____ If the answer is "Yes", please explain and provide case name and number:

    _____

    _____

13. Have you ever failed to complete a project in the last three (3) years? _____ If the answer is "Yes", please provide the owner's name and details:

    _____

    _____

    _____

14. List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three (3) years:

    Name Address Telephone

    _____

    _____

    _____

INFORMATION REQUIRED OF BIDDER
General Information

15. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee, or consultant of the District or Architect? If the answer is "Yes", please explain.

INFORMATION REQUIRED OF BIDDER
List of References

The following information should contain person or entities familiar with the Bidder's Work:

1. Name of Agency: _____

   Address: _____

   Contact Person/Telephone: _____

   Type of Construction Project: _____

   Contract Amount: _____

2. Name of Agency: _____

   Address: _____

   Contact Person/Telephone: _____

   Type of Construction Project: _____

   Contract Amount: _____

3. Name of Agency: _____

   Address: _____

   Contact Person/Telephone: _____

   Type of Construction Project: _____

   Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____ 20_____, at _____.

_____ _____
Proper Name of Bidder Typed or Printed Name

By: _____ _____
Signature Title

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

District Project Name: **E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points**

Contractor Name: _____

I, the person who is identified below and who has signed this certification, hereby certify subject to penalty for perjury that: (i) I have inherent authority, or I have been duly authorized by the Contractor, to execute this certification on behalf of the Contractors; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is NOT:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran 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.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 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

☐ The final GMP payable to the Contractor for the Project as of the date of this certification does not exceed $1,000,000.

Certifier Signature: _____

Printed Name: _____

Title: _____

Executed At: _____

Date Executed: _____

Please note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of $250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on contracts for three years.

CERTIFICATION REGARDING CONTRACTOR REGISTRATION

District: Perris Union High School District
Project: E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points
Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) I am a duly-authorized representative of the Contractor and, in that capacity, I have executed this certification on behalf of the Contractor.

(ii) The Contractor is aware and acknowledges that, on and after March 1, 2015, and except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

(iii) The Contractor is aware and acknowledges that, on and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

(iv) The Contractor is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Contractor and/or its surety shall be responsible for any and all associated costs incurred by the District.

(v) The Contractor and each Subcontractor who will perform any of the Work are duly registered with the DIR pursuant to Labor Code Section 1725.5.

(vi) Evidence (in the form described in the note below) that the Contractor and each Subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Note: This certification must be accompanied by print-outs of the applicable screens on the DIR website evidencing that the Contractor and all Subcontractors are currently registered pursuant to Labor Code Section 1725.5.

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PART 1
ACKNOWLEDGMENT, ORGANIZATION, AND INTERPRETATION OF GENERAL PROVISIONS

1.1 Contractor Acknowledgment of General Provisions. These General Provisions are an integral component of the Contract Documents. By entering into the Contract, the Contractor: (i) acknowledges that it had the opportunity prior to submitting its bid for the Work to review and seek clarification of any and all of these General Provisions from the District, Architect, and/or Project Manager; and (ii) acknowledges and agrees that the Contractor shall be deemed and construed to have read and that it fully understands these General Provisions. The Contractor shall not disclaim either knowledge of, or the meaning and effect of, any term or provision of these General Provisions and shall strictly abide by their meaning and intent. The Contractor further acknowledges that these General Provisions include requirements for including various provisions in the Contractor's contracts with its Subcontractors. **THE CONTRACTOR MUST PROVIDE A COPY OF THESE GENERAL PROVISIONS TO EACH SUBCONTRACTOR AND SHALL REQUIRE IN EACH OF ITS SUBCONTRACTS THAT THE SUBCONTRACTOR ALSO MUST READ AND UNDERSTAND THESE GENERAL PROVISIONS.**

1.2 Organization of General Provisions. These General Provisions 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 Provisions. Therefore, unless expressly stated otherwise, the requirements of any one provision in these General Provisions shall not be deemed or construed to govern or apply exclusively over other provisions in these General Provisions applicable to the same item, material, service, scope, *et cetera*. The provisions of these General Provisions are also organized based on a numbering system in which: (i) Parts (e.g., Part 3) may be subdivided into Sections (e.g., Section 3.5); and (ii) Sections may be subdivided into Subsections (e.g., Subsection 3.5.1). Lists (i.e., enumerations of items) are set forth in these General Provisions using Romanette symbols (i.e., i, ii, iii, iv, *et cetera*).

1.3 Guides for Interpreting General Provisions. As used in these General Provisions, "shall" and "must" shall be deemed and construed as mandatory, and "may" shall be deemed and construed as permissive. If any pronoun, term or phrase in these General Provisions is stated in either the masculine or feminine sense (e.g., "materialman"), the pronoun, term or phrase, unless otherwise required by context, shall be interpreted as including both or either of such genders. Unless specified otherwise, any reference in these General Provisions to a number of "days," "months," or "years" shall mean, respectively, calendar days, months or years. Unless specified otherwise, any reference in these General Provisions to a number of "hours," "days," "weeks," "months" or "years" shall mean, respectively, consecutive hours, days, weeks, months or years. Language in these General Provisions 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 Provisions, capitalized terms are used in these General Provisions 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 Provisions and other Contract Documents of the

definitions of certain capitalized terms used in these General Provisions. 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 Provisions***	***Location of Definition in Other Contract Documents***
Abnormal Weather	Section 13.15	
Accident Report	Subsection 11.10.1	
Addenda	Section 4.5	
Architect*	Section 2.2	*Identified in Special Provisions
Architect Field Directive	Section 17.3	
Asbestos Remediation	Section 15.5	
Authorized Contractor Officer		Section 14, Instructions For Bidders
Authorized District Officer	Section 2.1	
Bulletin	Subsection 4.13.3	
Cal-OSHA	Section 11.4	
CCR		Section 2, Instructions For Bidders
Certificate of Insurance	Section 6.12	
Certification of Final Inspection	Section 18.3	
Certification of Payment	Subsection 21.13.3	
Change Order	Section 17.2	
Change Order Cost	Section 17.8	
Change Order Request	Section 17.8	
Claim	Section 24.1	
Clarification	Subsection 4.13.3	
Commencement Date		Section 4, Construction Services Agreement
Compensable Delay	Section 13.18	
Conduct Rules	Section 10.20	
Construction Change Directive	Subsection 17.1.3	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Construction Progress Payment	Section 21.16	
Contract	Section 4.1	
Contract Documents	Section 4.1	
Contractor All-Risk Policy	Subsection 6.5.5	
Contractor Guarantee	Section 20.2	
Contract Price		Section 5, Construction Services Agreement
Contract Time		Section 4, Construction Services Agreement
County	Section 7.5	
Deferred Approval	Section 5.10	
District All-Risk Policy	Section 6.3	
District Board	Section 2.1	
District Indemnitee	Section 23.1	
Drawings	Subsection 4.3.1	
Emergency	Section 3.7	
Employer Liability Policy	Section 6.5.3	
EPA	Section 15.6	
FCD	Section 17.1.2	
Guarantee Period	Section 20.4	
Guarantee Work	Section 20.7	
HCP	Section 15.2	
Inspector of Record	Section 2.2	
Insurance Policy / Insurance Policies	Section 6.4	
Interpretation	Subsection 4.13.3	
Job Superintendent	Subsection 3.4.1	
LCP		Notice Inviting Bids

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Liability Policy	Section 6.5.1	
Master Construction Schedule	Subsection 13.3.1	
MSDS	Section 15.2	
Non-Compensable Delay	Section 13.17	
Notice of Actual Delay	Section 13.11	
Notice of Anticipated Delay	Section 13.10	
Notice of Award		Section 26, Instructions For Bidders
Notice of Completion	Section 18.9	
Notice of Intent to Terminate for Cause	Section 22.2	
Notice of Termination for Cause	Section 22.2	
Notice of Termination for Convenience	Section 22.6	
Notice to Proceed		Section 4, Construction Services Agreement
NPDES	Section 8.13	
OCIP	Section 6.2	
OSHA	Section 11.4	
Payment Bond	Section 7.2	
PCC Claims Procedures	Section 24.7	
Performance Bond	Section 7.2	
Pre-Construction Activities	Section 13.2	
Preliminary Materials List	Section 5.7	
Prevailing Wage Laws	Section 12.1	
Professional Liability Policy	Section 6.5.4	
Progress Payment Request	Subsection 21.8.1	
Progress Payment Review Meeting	Section 21.7	
Project		Notice Inviting Bids
Project Acceptance Date	Section 18.9	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Project Manager*	Section 2.2	* Identified in Special Provisions
Project Site		Section 5, Instructions For Bidders
Rain Day	Section 13.4	
Record Drawings and Specifications	Subsection 3.9.1	
Record Drawings Change Log	Subsection 3.9.3	
Records of the Work	Section 3.11	
Recovery Schedule	Section 13.8	
Regular Working Hours		Section 15, Special Provisions
Remaining Work	Section 18.5	
Request for Proposal / RFP	Section 17.7	
Retention	Section 21.14	
RFI	Subsection 4.13.1	
Safety Officer	Subsection 11.3.1	
Safety Program	Section 11.2	
Sample	Section 5.9	
Schedule of Values	Section 21.2	
Shop Drawing	Section 5.8	
Sole-Source Item		Section 8, Special Provisions
Specifications	Subsection 4.4.1	
Specified Item	Section 14.4	
State	Section 3.12	
Subcontract	Subsection 3.5.1	
Subcontractor	Subsection 3.5.1	
Substantial Completion Date	Section 19.1	
Surety Bonds	Section 7.3	
SWPPP	Section 8.13	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Trench Safety Plan	Section 11.7	
Vehicle Liability Policy	Section 6.5.2	
Work		Section 2, Construction Services Agreement
Work by Others		Section 1, Instructions For Bidders
Workers Compensation Policy	Section 6.5.3	

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PART 2
DISTRICT ADMINISTRATION OF THE CONTRACT

2.1 Status of Authorized District Officers. The staff member(s) and/or officer(s) of the District who are authorized to represent the District in connection with the Contract and the Project are identified in the Special Provisions (each an "Authorized District Officer"). The District may at any time change any Authorized District Officer, and the District will provide notice of any such change to the Contractor. 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 Officer, and even then, the Contractor must be aware of the limitations on authority of any Authorized District Officer as set forth in these General Provisions. The governing board of the District ("District Board") may have delegated to one or more Authorized District Officers 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. 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. **EXCEPT AS EXPRESSLY PROVIDED IN THESE GENERAL PROVISIONS WITH RESPECT TO ARCHITECT FIELD DIRECTIVES, NO DISTRICT OFFICER, STAFF MEMBER, CONSULTANT, CONTRACTOR OR OTHER PERSON (REGARDLESS OF WHETHER SUCH PERSON IS AN AUTHORIZED DISTRICT OFFICER) HAS THE ABILITY OR AUTHORITY TO ORDER ANY CHANGE IN THE WORK OR ANY OF THE DRAWINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS ABSENT ACTION BY THE DISTRICT BOARD TO APPROVE THE CHANGE, WHETHER DIRECTLY OR BY DELEGATION OF AUTHORITY.**

2.2 Status of District Contract Representatives. In connection with the Project, the District has contracted, or will contract, for the services of: (i) an architect, engineer, or other design professional responsible for designing and obtaining approvals for the Project, interpreting the Drawings and Specifications for the Project, and performing general observation of the Work and any Work by Others ("Architect"), and the Architect is identified in the Special Provisions; (ii) a professional management consultant responsible for administering the Contract on behalf of the District and for monitoring and facilitating completion of the Work, any Work by Others, and the Project ("Project Manager"), and the Project Manager is identified in the Special Provisions; and (iii) a certified inspector responsible for general observation of the Work and any Work by Others ("Inspector of Record"). The District may, from time to time, contract with other consultants who will provide services in connection with the Work and/or the Project, including, without limitation, any special inspectors required for specific aspects of the Work, such as masonry, welding and painting inspectors. The Architect, Project Manager, Inspector of Record and any other District consultants shall be representatives of the District for purposes of some or all of the planning, design, bidding, construction and close-out of the Project. The District may terminate its contract with any District consultant and may enter into one or more contracts for services in substitution of and/or in addition to those terminated.

2.3 General Authority of District Contract Representatives. The Architect, Project Manager and Inspector of Record shall have authority to act on behalf of the District to the extent provided in the Contract Documents or as otherwise determined by the District. The Contractor shall be responsible for understanding the scope of authority possessed by each of the Architect, Project Manager and Inspector of Record in connection with the Work and the Project. If, after good-faith and reasonable review of the Contract Documents, the Contractor needs clarification of the scope of authority of any District contract representative, the Contractor may submit a written request for clarification to the Project Manager, who will forward the request to the District for response. 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 shall, within the time specified, comply with all instructions, directions, and other requirements of the Architect, Project Manager, Inspector of Record and other consultant that are within the respective scopes of authority of such District representatives.

2.4 Avoiding Conflicts of Interests. For all purposes of the Contract, each of the Architect, Project Manager, Inspector of Record, and any special inspectors and other District contract representatives, and each of their employees, consultants and sub-consultants, is solely and exclusively a representative of the District and is not and may not be a partner, officer, employee, agent or representative of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things pursuant to the Contract. If the Contractor or any Subcontractor, materialman, or other person or entity that furnishes labor, materials, services, goods or other things in connection with the Work sends any correspondence (e.g., letter, memorandum, facsimile, e-mail, *et cetera*) to any such District contract representative, the sender must provide a complete copy of the correspondence and all enclosures, attachments, exhibits, *et cetera*, to the District. The Contractor must not solicit or offer any act, compensation or other consideration of any type or form, from or to any such District contract representative, or act in any other manner that would result in, or create the appearance of, a conflict of interest for any such District contract representative. The Contractor also must not solicit or offer any act, compensation or other consideration of any type or form, from or to any District officer, employee, or agent, or act in any other manner that would result in, or create the appearance of, a conflict of interest for any such District officer, employee or agent.

2.5 Services and General Authority of Architect. The Architect, with the assistance of the Project Manager, will provide services in accordance with the agreement between the District and the Architect, including, without limitation: (i) administering the Contract Documents; (ii) observing the Work at intervals sufficient to become generally familiar with the progress and quality of the Work; (iii) determining if the Work is being performed in accordance with the Contract Documents; (iv) advising the District regarding compliance with the Contract Documents; and (v) interpreting and deciding matters related to performance of the Work and requirements of the Contract Documents. The Architect's decisions as to matters within the Architect's scope of authority, including, without limitation, matters relating to aesthetic effect, shall be final for the purposes of the Contractor proceeding with the Work.

2.6 Services and General Authority of Project Manager. The Project Manager, with the assistance of the Architect, will provide services in accordance with the agreement between the District and the Project Manager, including, without limitation: (i) providing administrative, management and related services necessary to coordinate the Work of the Contractor with the work of any other contractors and with the activities and responsibilities of the Architect, the Project Manager and the District, in order to ensure completion of the Project in accordance with the District's objectives for cost, time and quality; (ii) scheduling and conducting pre-construction, construction, and progress meetings to discuss such matters as procedures, progress problems and scheduling; (iii) determining whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and endeavoring to guard against defects and deficiencies in the Work; (iv) advising the District and the Architect with respect to Work that does not or may not conform to requirements of the Contract Documents; (v) making recommendations to the Architect regarding any special inspection or testing of any Work that does not or may not conform to the Contract Documents; (vi) consulting with the Architect and District if the Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assisting in the resolution of questions that may arise; (vii) receiving documentation from the Contractor and its Subcontractors as may be required pursuant to the Contract Documents; (viii) establishing and implementing procedures for

expediting the processing, review and approval of shop drawings, product data sheets, samples and other submittals; and (ix) preparing, maintaining and monitoring the Project schedule and all critical path items.

2.7 Services and General Authority of Inspector of Record. The Inspector of Record will be responsible for continuously observing the Work in accordance with the requirements of Title 24 of the CCR. The Contractor shall not perform any portion of the Work absent knowledge by the Inspector of Record that the Work is to occur, and the Contractor shall 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 federal or State holidays observed by the Inspector of Record, regardless of whether the Contractor or its Subcontractors observe such federal or State holidays. 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.

2.8 General Authority to Reject Non-Conforming Work. Each of the Architect, Project Manager and Inspector of Record has the authority to reject Work that does not conform to any requirement of the Contract Documents. If any of the Architect, Project Manager or Inspector of Record identifies Work that potentially does not or will not conform to any requirement of the Contract Documents, or otherwise determines that it is necessary or advisable in order to ensure compliance with requirements of the Contract Documents, they may recommend to the District that it 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 8.21 of these General Provisions. In no event shall the District, Architect, Project Manager or Inspector of Record be liable to the Contractor, or to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, on account of any failure by the Architect, Project Manager or Inspector of Record 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.

2.9 General Authority to Stop or Suspend Work. Each of the District, Architect, Construction Manger and Inspector of Record has 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 Project Manager also has the authority to suspend the Work, in whole or in part, for such periods as the Project Manager may deem necessary if: (i) necessary to coordinate the Work with the work of the District or separate contractors; or (ii) the Contractor fails to supply a sufficient amount of skilled labor or suitable materials or equipment for some or all of the Work. The Contractor shall immediately comply with, and shall cause each Subcontractor to immediately comply with, each order by the District, Architect, Project Manager and/or Inspector of Record to stop or suspend the Work. The Project Manager shall issue any and all orders to resume stopped or suspended Work, and 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, Project Manager or Inspector of Record be liable to the Contractor, or to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, on account of any failure by the District, Architect, Project Manager or Inspector of Record 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.

2.10 Contractor Must Ensure Access to the Work. The District, Architect, Project Manager and Inspector of Record shall at all times have unrestricted access to any and all portions of the Work, whether completed or in progress, and whether located on or off the Project Site. The Contractor must ensure that: (i) such unrestricted access is available at all times; (ii) safe and proper facilities are available as necessary to permit such access; and (iii) the activities and operations of the Contractor and each Subcontractor are conducted in a manner that permits safe and proper access.

2.11 Contractor Must Provide Information Upon Request. Upon request, the Contractor shall promptly furnish to the District, Architect, Project Manager 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. The amount of time that the Contractor takes to provide requested information shall be commensurate with the type and scope of information requested, but in each case shall not exceed a reasonable amount of time or such time as may result in any delay to the critical path of the Work or the Project.

2.12 Communications from Contractor. Except as otherwise provided in the Contract Documents, after award of the Contract to the Contractor, if 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, desires to communicate (including, without limitation, providing requested information) with the District, the Architect, or any of the Architect's consultants, the Contractor must submit such communication in writing to the Project Manager, who will forward the communication to the District and other appropriate party or parties. Notwithstanding the foregoing, if the Contractor determines that special circumstances warrant direct communications with the District, the Contractor may submit such communication in writing directly to the District.

2.13 Communications to and through Contractor. As they determine necessary or convenient, the District, the Architect, any of the Architect's consultants, and the Project Manager may communicate verbally or in writing with the Contractor. With respect to normal day-to-day administration of the Contract, if the District, the Architect or any of the Architect's consultants desire to communicate with any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, the Project Manager will submit such communication in writing to the Contractor, who shall forward the communication to the appropriate Subcontractor, materialman, or other person or entity. Any communication intended for a Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall be deemed given and effective upon delivery to the Contractor. Notwithstanding the foregoing, if the District determines that any direct communication with any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work is necessary or convenient, the District may cause such communication to be submitted in writing directly to such Subcontractor, materialman, or other person or entity, and will send a copy of such communication to the Contractor. Nothing in this Section 2.13 shall be deemed or construed to prohibit the Project Manager, the Inspector of Record or any special inspector from directly communicating with any employee or other representative of any Subcontractor, materialman, or other person or entity that furnishes any labor,

materials, services, goods or other things in connection with the Work, who is or that is present at the Project Site or other location where any portion of the Work is to be performed.

2.14 Contractor Retains Responsibility for Work. Except as expressly provided in the Contract Documents, the District, Architect, Project Manager and/or Inspector of Record shall have no control over and shall not be responsible for: (i) the construction means, methods, techniques, and procedures employed by the Contractor in connection with the Work; (ii) the fabrication, procurement, shipment, delivery, receipt or 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; or (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. Neither performance by the Architect, Project Manager and/or Inspector of Record of their respective duties in connection with the Project, nor approval or disapproval by the Architect, Project Manager and/or Inspector of Record of any portion of the Work, shall be deemed or construed to: (i) limit the Contractor's responsibility for overseeing and controlling all aspects of the Work; (ii) relieve the Contractor of the responsibility to ensure full compliance with all requirements of the Contract Documents; or (iii) relieve the Contractor from responsibility for correction of subsequently discovered defects.

2.15 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. The District's right of reimbursement pursuant to this Section is independent from and in addition to, and shall not be deemed or construed as a waiver or release of, any other rights or remedies the District may have pursuant to the Contract Documents or applicable law, including, without limitation, the right of the District to assess liquidated damages as permitted by the Contract Documents. By way of example, and not as a limitation, the causes that may lead to the necessity for the District to provide or obtain additional professional services may include: (i) defects or deficiencies in the Work; (ii) failure of the Contractor to comply with any requirement of the Contract Documents; (iii) evaluation, processing and acts taken in furtherance of requests for substitutions of products, materials, equipment; (iv) evaluation, processing and acts taken in furtherance of requests for substitution of Subcontractors; (v) evaluation, processing and acts taken in connection with Claims submitted by the Contractor related to Work not authorized by Change Order, Construction Change Directive or Architect Field Directive; (vi) failure of the Contractor to prosecute and complete the Work in a timely manner consistent with the requirements of the Contract Documents; (vii) testing, adjusting, balancing and start-up of equipment in excess of the amounts customarily associated with such equipment; (viii) review of any submittal more than twice (i.e., an initial and follow-up review) as described in Part 5 herein.

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PART 3
CONTRACTOR ADMINISTRATION OF THE CONTRACT

3.1 Status of 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. In addition, each Subcontractor, materialman, and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall be deemed and construed to be solely and exclusively a representative of the Contractor, not an officer, employee, partner, consultant, agent or other representative of the District. Therefore, 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. Except as expressly authorized in writing by the District or expressly permitted by the Contract Documents, neither the Contractor nor any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall act as an agent or other representative of the District, or cause, suffer or permit anyone at any time to have or continue in any such apparent belief.

3.2 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 by the Contractor 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 Contract Price 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.

3.3 General Responsibilities of Contractor. Without limiting or conditioning any responsibilities the Contractor has pursuant to the Contract Documents, and except as expressly provided in the Contract Documents, the Contractor shall:

(i) Employ or otherwise maintain on-site and off-site staff sufficient to appropriately administer the Contract;

(ii) Procure all materials, equipment, services and other things as necessary to complete the Work within the time, and in accordance with all other requirements of, the Contract Documents;

(iii) Continuously provide such force of skilled and fit workers as necessary to complete the Work within the time, and in accordance with all other requirements of, the Contract Documents;

(iv) Continuously supervise and direct the Work using the Contractor's best skill and attention;

(v) Perform no Work absent knowledge by the Inspector of Record that the Work is to occur;

(vi) Perform the Work in conformance with all requirements of the Contract Documents and any shop drawings, product data sheets, samples, *et cetera*, that are approved in accordance with the Contract Documents;

(vii) Perform the Work in accordance with all applicable laws, regulations, rules, ordinances, and other governmental and quasi-governmental requirements, including, without limitation, applicable building codes;

(viii) Control and be solely responsible for scheduling and sequencing the various portions and elements of the Work;

(ix) Control and be solely responsible for the means, methods, techniques and procedures for completing the Work;

(x) Coordinate and sequence the Work with any and all Work by Others in order to avoid any delays in either the Work or such Work by Others, as well as any delays in completing the Project;

(xi) Control and be responsible for all quality control in connection with the Work; and

(xii) Immediately correct Work that does not conform to the Drawings, Specifications or other Contract Documents.

3.4 Requirements for Job Superintendent.

3.4.1 No Work if Job Superintendent 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 Selection and Replacement of Job Superintendent. Prior to commencing any portion of the Work, the Contractor shall provide to the District, in writing, the name and qualifications of the person who will serve as the Job Superintendent. The District, in its reasonable discretion, may approve or disapprove of any Job Superintendent or may require that the Contractor replace any Job Superintendent. The Contractor also may request that the District permit the Contractor to replace any Job Superintendent. The Contractor shall not replace a Job Superintendent unless: (i) the District requires replacement of a Job Superintendent; (ii) the District consents to a request by the Contractor to replace a Job Superintendent; or (iii) a Job Superintendent leaves or is terminated from his or her employment with the Contractor. If it becomes necessary to replace a Job Superintendent, the Contractor shall provide in writing to the District the name and qualifications of a proposed replacement, who shall be subject to District approval as provided herein.

3.4.3 Job Superintendent Must be Exclusive to the Work. The Contractor must employ the Job Superintendent as a full-time employee. During the course of the Work, the Contractor shall dedicate the Job Superintendent on a full-time and exclusive basis to the Work, and the Job Superintendent shall not provide services in connection with any other work or project.

3.4.4 Responsibilities and Authority of Job Superintendent. 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, Project Manager 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 to submit any 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 3.4.4.

3.5 Requirements for 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 Provisions as a "Subcontractor." The Contractor shall enter into appropriate, written contracts with each Subcontractor that will furnish any such labor, materials, services or other things through direct agreement with the Contractor (each a "Subcontract"). Each Subcontract shall: (i) bind the Subcontractor to the requirements of the Contract Documents to the extent of the Work to be performed by such Subcontractor; (ii) provide that nothing in the Subcontract shall be deemed or construed to constitute a limitation or waiver of any right of the District pursuant to the Contract Documents; (iii) provide that the District is an intended third-party beneficiary of the Subcontract; and (iv) provide that, 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. Prior to entering into a Subcontract, the Contractor shall provide to the Subcontractor a copy of at least the portion of the Contract Documents to which the Subcontractor will be bound. 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 Subcontractors Have No Contractual Privity with District. Unless the District assumes a particular Subcontract after terminating the Contractor's right to perform the Work, 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 District shall have no obligation to ensure the payment of money to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, except as may be required by law and except for Subcontracts assumed by the District as described above in this Section 3.5. The Contractor is and shall remain fully responsible and liable to the District for all acts and omissions of any and all Subcontractors, materialmen, and other persons or entities that furnish any labor,

materials, services, goods or other things in connection with the Work, and their respective contractors, employees, agents and other representatives.

3.5.3 Subcontractors Must be Appropriately Licensed. Each Subcontractor that will perform any portion of the Work, to the extent required by law, must be duly and appropriately licensed by the Contractors State License Board prior to commencing such portion of the Work.

3.5.4 District Approval of Subcontractors. The District's consent to or approval of any Subcontractor (regardless of whether resulting from a request by Contractor for consent to substitution of a Subcontractor) shall in no event be deemed or construed to constitute a waiver or release of the Contractor's obligations pursuant to the Contract Documents. The Contractor shall not permit any portion of the Work to be performed by any person or entity in substitution of a Subcontractor originally listed by the Contractor unless the Contractor first obtains the District's consent to substitution in accordance with Public Contract Code Section 4100 *et seq*. In no event shall the District's consent to the substitution of a Subcontractor be deemed or construed to constitute a basis for any increase in the Contract Price or extension of the Contract Time.

3.6 Prohibition Against Unlawful Discrimination. In connection with the Contract and the 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.

3.7 Contractor Must Provide for Own Communications. 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 shall provide their own means of communication, including, without limitation, any telephones, facsimile machines, radio communications devices, satellite connections,

internet connections, *et cetera*. Except in the event of an Emergency, in no event may 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, use any communication systems or facilities of the District, Architect, Project Manager and/or Inspector of Record. For purposes of these General Provisions, 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.

3.8 Contractor Must Maintain Reference Materials at Project Site. The Contractor shall maintain in good order at the Project Site: (i) one copy each of the current versions of Title 19 (Public Safety), Title 21 (Public Works), and Title 24 (Building Standards Code) of the CCR; (ii) the Record Drawings and Specifications, the Record Drawings Change Log, 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 (iii) 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, Project Manager and/or Inspector of Record.

3.9 Contractor Must Prepare Record Drawings and Specifications.

3.9.1 Changes to be Illustrated. During the course of performing the Work, and subject to any instructions or directions from the Architect, the Contractor must carefully and accurately illustrate, locate, dimension, note or otherwise describe on one full-size set of the Drawings and Specifications ("Record 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, including, without limitation, any and all: (i) Work performed or completed differently than as initially shown or required; (ii) changes ordered pursuant to Architect Field Directives and/or Change Orders; (iii) Work performed in accordance with any Deferred Approvals; (iv) revisions to the Drawings and Specifications authorized during the course of the Work; (v) authorized substitutions of Specified Items; (vi) materials and/or products selected or approved for incorporation into the Work, including, without limitation, if the Specifications permit the Contractor to select among two or more brands or types of materials or equipment; (vii) final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant elements of the Work; and (viii) 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 portion of the Work shall be permanently sealed or covered until all required information relating to such portion of the Work has been recorded for purposes of preparing the Record Drawings and Specifications.

3.9.2 Method of Illustrating. All changes illustrated on the Record Drawings and Specifications must be prepared by an experienced and qualified design professional or draftsperson. All changes must be illustrated in red ink (or other method approved by the Architect) and must employ dimensioning techniques and other drafting standards that are consistent with those used in the Contract Documents. If the Drawings and Specifications are not of sufficient size, scale or detail to appropriately illustrate the as-built Work, the Contractor must furnish its own drawings for incorporation of details and dimensions into the Record Drawings and Specifications. If shop drawings are used to illustrate portions of the as-built Work, the applicable portions of the Record Drawings and Specifications must be marked to reference such shop drawings. Changes, supplemental information and notes must be recorded in blank

areas of the Record Drawings and Specifications, such as page margins or the backs of opposite pages, or on separate sheets of paper inserted into the Record Drawings and Specifications. As-built changes to text must include lining out any superseded text so that it is still legible and can be compared to the inserted text. The cover sheet for each submittal of updated or revised Record Drawings and Specifications and/or Record Drawings Change Log must identify the person who illustrated the changes or revisions, and the date such changes or revisions were made; and such information shall also be included on each applicable sheet of the Record Drawings and Specifications and Record Drawings Change Log. The Architect or Project Manager may provide a standard certification block for use by the Contractor in submitting updates to the Record Drawings and Specifications and/or Record Drawings Change Log.

3.9.3 Timing and Approval of Updates. The Contractor must: (i) promptly, but in no event less than once per week, update the Record Drawings and Specifications to reflect any and all deviations, corrections, deletions, additions, enhancements, expansions, clarifications and other changes made since the previous update; and (ii) maintain an updated written log noting, in chronological order, each change made to the Record Drawings and Specifications, the person who made such change, and the date such change was made ("Record Drawings Change Log"). The Contractor must submit for approval, in triplicate, at the applicable Progress Payment Review Meeting, all changes to Record Drawings and Specifications and all entries to the Record Drawings Change Log made since the Contractor submitted the immediately preceding Progress Payment Request. Each update of the Record Drawings and Specifications and the Record Drawings Change Log is subject to approval by the Architect, the Project Manager and the Inspector of Record. If any revisions to any updated Record Drawings and Specifications or Record Drawings Change Log are required, the Contractor must promptly make such revisions and identify on the cover sheet for the revisions the person who made the revisions and the date such revisions were completed. The approval of the updated Record Drawings and Specifications and Record Drawings Change Log, and certification by the Contractor that the updated Record 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.

3.9.4 Responsibility for Accuracy. The purpose of the Record Drawings and Specifications is to constitute an exact "as-built" record of the Work and, at all times after completion of the Work, the Contractor shall be responsible and liable for any and all inaccuracies in the Record Drawings and Specifications attributable to any failure by the Contractor to comply with the requirements of this Section 3.9. In connection with its oversight responsibilities for the Project, the Project Manager may require reasonable different or modified procedures for compliance with this Section 3.9.

3.10 Contractor Must Implement Document Control System. The Contractor must establish and implement an electronic document-control system for all documents prepared, received or obtained in connection with the Work, including, without limitation, all internal and external correspondence, project manuals and other documents, Drawings, Specifications, Change Orders, Construction Change Directives, Architect Field Directives, shop drawings, product data sheets, submittals, approvals, RFIs, Bulletins, Interpretations, Clarifications, responses to RFIs, invoices, payment receipts, conditional waivers, unconditional waivers, punch-lists, *et cetera*.

3.11 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, Bulletin, Interpretation, Clarification, 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. The Contractor shall require in each Subcontract that the Subcontractor prepare, update and maintain on file in its principal offices, such Records of the Work as are consistent with the requirements of this Section 3.11.

3.12 State Review and Audit of Records of the Work. In accordance with Government Code Section 8546.7, the State of California ("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 3.12 at all reasonable times during the period the Contractor is required to preserve and maintain the Records of the Work. In each Subcontract, the Contractor shall require that the Subcontractor preserve and retain its Records of the Work, and make those Records of the Work available for examination, review, audit and/or copying, to the same extent as is required of the Contractor pursuant to this Section 3.12.

3.13 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 Provisions (including, without limitation, standards of behavior), notwithstanding that: (i) various obligations set forth in these General Provisions are characterized as the Contractor's obligations; or (ii) the Contractor is expressly responsible in accordance with various provisions of these General Provisions 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, Project Manager and Inspector of Record pursuant to the Contract Documents; and (ii) all general requirements set forth in these General Provisions and other Contract Documents that are applicable to the Subcontractor. 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 Contract Price. 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.

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PART 4
THE CONTRACT AND CONTRACT DOCUMENTS

4.1 Scope and Coverage of Contract. The "Contract" and "Contract Documents" are hereby defined as 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 represents the entire and integrated agreement between the District and the Contractor and supersedes any and all prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended only in writing authorized by the District or as otherwise provided in the Contract Documents. The Contract Documents at any particular time shall be construed to include any then duly-authorized Change Orders, Architect Field Directives and other amendments to the Contract Documents. The Contract Documents shall not be deemed or construed to create a contractual relationship with or between any parties other than the District and the Contractor.

4.2 Construing the Contract Documents. 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 Special Provisions; (ii) the Special Provisions shall be deemed and construed to govern over these General Provisions; (iii) these General Provisions shall be deemed and construed to govern over the Drawings and Specifications; (iv) the Specifications shall be deemed and construed to govern over the Drawings as to materials, workmanship, and installation procedures; and (v) 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.

4.3 Interpretation of Drawings.

4.3.1 Purpose and Scope. The Architect has prepared and/or approved graphic and pictorial illustrations in connection with the Project that show the design, location, and scope of certain portions of the Work and the Project, generally including plans, elevations, sections, details, schedules, and diagrams ("Drawings"). As applicable to the Work, the Drawings are intended to generally illustrate in a graphical manner certain portions of the Work to be performed by Contractor. The Drawings do not illustrate all of the Work that is to be performed by the Contractor. Although the Drawings are intended to illustrate portions of the Work that cannot readily or adequately be described in the Specifications, the Drawings may illustrate requirements that could have been described in the Specifications.

4.3.2 Scaled and Numerical Dimensions. Drawings illustrating a portion of the Work that are larger in scale than other Drawings illustrating that portion of the work shall govern over the smaller scale Drawings. However, in no event shall the Contractor perform, or permit to be performed, any of the Work based on scaled Drawings, and the Contractor shall perform the Work based only on any specified numerical dimensions. If a numerical dimension is not specified in the Contract Documents, the Contractor shall request such numerical dimension in writing to the Architect. Within a reasonable time after request, and to the extent necessary and appropriate, the Architect will issue an Architect Field Directive or other written directive to the Contractor setting forth the requested numerical dimension.

4.3.3 Notes and Schedules. Subject to any described limitations, any general notes set forth in the Drawings shall: (i) apply to all other portions of the Drawings; and (ii) any schedules set forth in the Drawings shall be interpreted as complementary with notes and other portions of the Drawings.

4.3.4 Typical Details. Subject to any described limitations, any details of any items or parts of the Work set forth in the Drawings shall be interpreted as typical for the Work and, if other items or parts of the Work of essentially the same construction are shown in outline only, the typical detail shall apply to such outlined Work.

4.3.5 Approximations. Any information illustrated or otherwise set forth in the Drawings relating to soils, groundwater or other surface or subsurface conditions, or to surface or subsurface elevations, shall be interpreted as approximate only, and the Contractor shall be responsible for inspecting and verifying the actual conditions of the Project Site.

4.4 Interpretation of Specifications.

4.4.1 Purpose and Scope. The Architect has prepared and/or approved written requirements for materials, equipment, construction systems, quality, workmanship, services and other things to be furnished in connection with the Work and the Project ("Specifications"). The Specifications are intended to generally describe the Work to be performed by Contractor. The Specifications do not describe all of the Work that is to be performed by the Contractor. Although the Specifications are intended to describe requirements that cannot readily or adequately be illustrated on the Drawings, including, without limitation, the types, qualities, and methods of installation of the various materials and equipment required for the Work, the Specifications may describe requirements that could have been illustrated on the Drawings.

4.4.2 Discretionary Determinations. Except as expressly provided otherwise, if the Specifications indicate that a discretionary determination is required (e.g., "to be selected," "as directed," "as required," *et cetera*), the Contractor shall seek a determination from the Architect.

4.4.3 Industry or Governmental Standards and Specifications. Except as expressly provided otherwise, any reference to a standard or specification established or published by any society, institute, association, or governmental authority shall be deemed and construed to be a reference to such organization's standard or specification in effect as of the date the District awards the Contract to the Contractor. If any such standard or specification is subsequently modified, the Contractor may seek the Architect's approval to perform the Work in accordance with the modified standard or specification. Each standard and specification referenced in the Specifications is hereby incorporated as a part of the Specifications, and, subject to any specified limitations, the Contract Documents shall be interpreted as if the standard or specification was set forth, in full, in the Specifications.

4.4.4 Fragmented or Truncated Wording. As a means of limiting the length of the Specifications while still conveying sufficient information, provisions of the Specifications may be written in a fragmented or truncated format, including, without limitation, use of incomplete phrases or sentences. In each such case, to the extent necessary, the full meaning of the fragmented or truncated wording shall be inferred from context. The omission of any word, phrase, pronoun, *et cetera* in any provision of a Specification shall not be deemed or construed to limit or affect the interpretation of other provisions in the same or any other Specification in which the word, phrase, pronoun, *et cetera* is not omitted.

4.4.5 Titles and Captions. The titles and captions set forth in the Specifications are included for convenience of the reader only and shall not be deemed or construed to establish, define or limit the content or meaning of the Specifications, including, without limitation, which trades must comply with any particular Specification.

4.4.6 Singular and Plural Senses. Unless context requires otherwise, words, terms or phrases used in the Specifications in the singular sense shall be deemed and construed to include the plural sense, and visa versa (e.g., use of the phrase "any Specification" shall be interpreted also as "any Specifications").

4.4.7 Gender. If any word, term or phrase in the Specifications is stated in either the masculine or feminine sense, the word, term or phrase, unless otherwise required by context, shall be interpreted as including both or either of such genders (e.g., use of the phrase "his work" shall be interpreted to include also "her work").

4.5 Addenda. Prior to award of the Contract to the Contractor, the Architect may have issued one or more written addenda to direct changes in, provide additional detail for, or otherwise explain the Work as described in or required by the Drawings, Specifications or other Contract Documents ("Addenda"). All Addenda shall be deemed and construed to be part of the Contract Documents. To the extent applicable to the same portion or element of the Work, Addenda shall govern over all other Contract Documents and, unless specified otherwise, subsequent Addenda shall govern over prior Addenda.

4.6 Deferred Approvals. If the Contract Documents include any Drawings or other requirements for any materials, equipment, processes or other items of any nature that are specified as requiring or being subject to Deferred Approval, the Drawings and other requirements are intended for purposes of illustration and information only, and, unless stated otherwise in the Contract Documents, the Contractor shall be responsible for the design and approval of each item requiring Deferred Approval as provided in Section 5.10 of these General Provisions.

4.7 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 by Others, the District receives a fully complete and operational Project as intended.

4.8 Geotechnical and Soils Reports.

4.8.1 Not Part of Contract Documents. 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 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.

4.8.2 Specifications Govern. Geotechnical and/or soils reports provided by the District in connection with the Project may include information and recommendations related to soils, groundwater and/or other surface and subsurface conditions of the Project Site. However, because such geotechnical and/or soils reports are for information purposes, not part of the Contract Documents, the Contractor shall perform all earthwork and soils-related portions of the Work in conformance with the Drawings, Specifications and other Contract Documents, not as recommended in such reports.

4.8.3 No Warranty of Information. 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 Contractor shall be responsible for inspecting and verifying the actual conditions of the Project Site and, in connection with the Work, shall be deemed and construed to have conducted an independent investigation of the surface and subsurface conditions of the Project Site.

4.9 Contractor to Know and Understand Applicable Law. The Contractor is hereby required to, and shall be deemed for all purposes of the Contract to, be aware of, know and understand all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to public works projects generally and applicable to the Work specifically. Therefore, each and every provision of law required by law, ordinance, rule, regulation or other applicable governmental requirement to be set forth in the Contract Documents that, for any reason, is omitted from, or is incorrectly set forth in, the Contract Documents, shall be deemed to be properly set forth 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.

4.10 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 the Contractor perceives 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 laws, ordinances, codes, rules, regulations and other governmental requirements applicable to the Work, including, without limitation, Title 21 and Title 24 of the CCR, applicable building codes, and utility-company requirements. Neither the requirements of this Section 4.10, 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 4.10.

4.11 Notice After Pre-Construction Review. If, as a result of its review pursuant to Section 4.10 of these General Provisions, the Contractor perceives: (i) any error, inconsistency, conflict, ambiguity, omission, or lack of sufficient detail or explanation in the Drawings, Specifications or other Contract

Documents; or (ii) that any of the Drawings, Specifications or other Contract Documents do not conform in all respects with all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to the Work; then, prior to commencing any portion of the Work, the Contractor shall provide written notice thereof to the District, Architect, and Project Manager. Within a reasonable time after notice, and to the extent necessary and appropriate, the Architect will issue an Architect Field Directive or other written directive to the Contractor setting forth a correction or clarification of the matters specified in the notice.

4.12 Ongoing Review of Contract Documents. The Contractor shall maintain on an ongoing basis such knowledge and understanding of the Contract Documents as necessary for full and timely compliance therewith. At any time during the course of the Work, if the Contractor perceives any error, inconsistency, conflict, ambiguity, omission, or lack of sufficient detail or explanation in the Drawings, Specifications or other Contract Documents, or any non-conformance of the Drawings, Specifications or other Contract Documents with all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to the Work, then the Contractor shall provide written notice to the District, Architect, and Project Manager. The Contractor shall provide such notice promptly after discovering any problem with the Contract Documents, so that the matter may be addressed without any resulting delay in the Work or Work by Others. Within a reasonable time after receipt of such notice, and to the extent necessary and appropriate, the Architect will issue an Architect Field Directive or other written directive to the Contractor setting forth a correction or clarification of the matters specified in the notice.

4.13 Requests for Information Regarding the Work or the Contract Documents.

4.13.1 Submittal to Architect. The Contractor may submit to the Architect a written request for information regarding the Work or the Contract Documents (each an "RFI") at any time the Contractor reasonably: (i) does not understand any requirement of the Contract Documents relating to the performance of the Work; (ii) is not sure or believes that the Contract Documents do not sufficiently detail or describe a portion of the Work; or (iii) otherwise believes that information or an interpretation of the Contract Documents is necessary to permit the Contractor to proceed with the Work. The Contractor must provide copies of each RFI to the Project Manager 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. Therefore, the Contractor must review and understand the requirements for each of the various portions of the Work sufficiently in advance of undertaking such portions of the Work so that, if necessary, the Contractor can timely submit an RFI. Each RFI must: (i) be in writing on the "Request for Information" form included in the Required Project Forms; (ii) sufficiently 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*; (iii) 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 (iv) describe the Contractor's interpretation or suggested resolution of the matter that is the subject of the RFI.

4.13.2 Each RFI Must be Submitted Timely and in Good Faith. The Contractor must submit each RFI in good faith, and must not abuse the RFI process, including, without limitation, by requesting that the Architect provide information that is equally available to the Architect and the Contractor. The Contractor shall be responsible and liable for any and all costs and/or delays, including, without limitation, costs of additional professional services incurred by the District, arising from any failure by the Contractor to comply with the requirements of Subsection 4.13.1 of these General Provisions.

4.13.3 Architect Review and Response to RFI. The Architect may return an RFI to the Contractor for clarification or additional information if the RFI does not set forth information reasonably sufficient for the Architect to fully understand the Contractor's question or issue. 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*. Although the name or title of the responses to RFIs may vary, the Architect's response may be in the form of a bulletin describing information relative to the Work (each a "Bulletin"), an interpretation of the meaning of a specific requirement applicable to the Work (each an "Interpretation"), or a clarification of a specific requirement applicable to the Work (each a "Clarification"). (Note also that the Architect may issue Bulletins, Interpretations and Clarifications in circumstances other than in response to RFIs.) The Architect will provide copies of the response to an RFI to the District, the Project Manager and the Inspector of Record. If the response by the Architect indicates that a change in the Work is required, such change shall be implemented by means of Change Order if the Architect determines that an adjustment to the Contract Time and/or Contract Price is required, or by means of an Architect Field Directive if no such adjustment is required. **IF THE CONTRACTOR REASONABLY BELIEVES THAT THE IMPLEMENTATION OF ANY BULLETIN, INTERPRETATION, OR CLARIFICATION WILL REQUIRE AN ADJUSTMENT OR FURTHER ADJUSTMENT TO THE CONTRACT TIME AND/OR CONTRACT PRICE THAT IS NOT REFLECTED IN A CORRESPONDING CHANGE ORDER, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 17.5 OF THESE GENERAL PROVISIONS.**

4.14 Costs of Erroneous or Non-Conforming Work. If, at any time during the course of the Work, the Contractor or any Subcontractor performs, or permits the performance of, any portion of the Work that is affected by or relates to any provision of the Contract Documents that the Contractor knows or reasonably should have known: (i) is erroneous, inconsistent, conflicting, ambiguous, omitted, or not sufficiently detailed or explained (including, without limitation, and notwithstanding any approval by the Architect, any materials, equipment, processes or other items for which the designs or Specifications were submitted by or on behalf of the Contractor); or (ii) does not conform with any applicable law, ordinance, code, rule, regulation or other governmental requirement; then the Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction, without increase or adjustment to the Contract Price or the time for performance, if: (i) the work was performed without the Contractor having first notified and sought written directive(s) from the District, Architect, and Project Manager as described in Sections 4.11 and/or 4.12 of these General Provisions; or (ii) the work was performed contrary in any manner to the instructions, Addenda or other written directive(s) of the Architect, Project Manager or District.

4.15 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, as may be provided by 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.

4.16 Use of Contract Documents. The Contractor and each Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work may use the Drawings, Specifications and other Contract Documents only to the extent necessary for the proper execution of the Work, including, without limitation, applications and submittals to governmental agencies in connection with seeking approvals for some or all of the Work. Neither the Contractor, nor any other person or entity other than the District, may use the Drawings, Specifications or other Contract

Documents for any purpose other than in connection with the Work, including, without limitation, any work on the Project that is outside the scope of the Work.

4.17 Return of Contract Documents to District. The Contractor shall ensure that any and all copies of the Drawings, Specifications and other Contract Documents provided to the Contractor, or to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, are maintained in a reasonable and useable condition. Upon final completion and acceptance of the Project in accordance with Section 18.9 of these General Provisions, the Contractor must return to the District all such copies of the Drawings, Specifications and other Contract Documents, except that the Contractor may retain one complete set of the Drawings, Specifications and other Contract Documents for the Contractor's records.

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PART 5
SHOP DRAWINGS, DEFERRED APPROVALS AND OTHER 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, as set forth in this Part 5, in lieu of complying with the procedures for substitution set forth in Part 14 of these General Provisions, to request substitution of any equipment, material or other item, or any service or process, required pursuant to the Contract Documents.

5.2 Requirements for Timely Submittals. The Contractor shall be responsible for determining when it must submit each Shop Drawing, Sample, Deferred Approval or other submittal required pursuant to the Contract Documents, including consideration of time required for review and approval by the Architect. The Contractor shall initiate such contacts with the Architect as necessary for the Contractor to determine the amount of time required for approval of each submittal. The Contractor must ensure that any and all Shop Drawings, Samples and other submittals required pursuant to the Contract Documents have been submitted to the Architect within: (i) the time(s) specified in the Contract Documents (including, without limitation, the Master Construction Schedule) or otherwise by the Architect; (ii) within thirty-five days of the date of the Notice of Award if the Contract Documents or Architect do not specify a time for submittal; or (iii) such earlier time(s) as the Contractor determines necessary to avoid any delay in the progress of the Work or any Work by Others. The Contractor shall be fully responsible and liable for any delay in completion of the Work and/or the Project arising from any failure by the Contractor to timely submit any required submittal(s) to the Architect, and the District shall not grant any extension of time for performance of the Work on account of any such failure by the Contractor.

5.3 Requirements for Identifying Submittals. In addition to any other mandatory or permissive information, the Contractor must specify on each submittal and associated transmittal letter: (i) the names of the Contractor and any Subcontractor that will be responsible, in whole or in part, for performing the Work described or illustrated in the submittal; (ii) the name and/or number assigned for purposes of identifying the Project; (iii) the date the submittal and each revision thereof has been conveyed to the Architect; and (iv) the section of the Specifications or other portion of the Contract Documents that requires the submittal. If it is not physically possible for the Contractor to specify the foregoing information directly on the submittal (e.g., on a Sample), the Contractor shall attach a tag or label to the submittal that contains such information. If the Architect returns a submittal to the Contractor for revision, the Contractor must specify on each such revision the numeric or alpha-numeric identifier assigned to that submittal.

5.4 Required Quantities of Submittal Materials. Each submittal that includes any Shop Drawing must include: (i) one reproducible sepia and five prints of each Shop Drawing; and (ii) two reproducible copies of all other accompanying materials and information. Each submittal that includes any

Sample must include: (i) two identical copies of the Sample; and (ii) two reproducible copies of all other accompanying materials and information. Each submittal of any Deferred Approval must include: (i) one reproducible sepia and five prints of each drawing included in the Deferred Approval; and (ii) two reproducible copies of all other accompanying materials and information. With respect to any other submittals required pursuant to the Contract Documents, if the quantity of materials to be submitted is not specified, the Contractor shall submit the number of copies of the materials as directed by the Architect.

5.5 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 Specifications and other 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.

5.6 Contractor Must Review and Verify All Submittals. Prior to submittal to the Architect, the Contractor must review each Shop Drawing, Sample, Deferred Approval or other submittal required pursuant to the Contract Documents and verify that: (i) all materials, measurements, standards, requirements, and other information constituting, or set forth in, the submittal are consistent with, and satisfy all requirements of, the Contract Documents (or expressly describe in detail any deviations from such requirements); (ii) the Work described or illustrated in or by the submittal is fully coordinated and consistent with all other portions of the Work and any Work by Others; and (iii) the Work described or illustrated in or by the submittal can be performed within the time(s) required pursuant to the Contract Documents. The Contractor must represent and warrant that it has undertaken and completed such review and verification by including written or stamped language to that effect, approved or provided by the Architect, and signed and dated by the Contractor, on each Shop Drawing, Sample, Deferred Approval and other submittal required pursuant to the Contract Documents (or an accompanying transmittal letter, if not physically possible to write or stamp, sign and date a submittal).

5.7 Contractor Must Provide Preliminary Materials Lists. Within ten days of the date of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor must submit to the Architect, for approval, preliminary lists of the equipment, products and materials proposed to be incorporated into the Project (each a "Preliminary Materials List"). The Contractor must submit a separate Preliminary Materials List for the Contractor and each Subcontractor, based on their respective portions of the Work. The Contractor need submit only one copy of each Preliminary Materials List, but each must be capable of being reproduced (copied) without significant decrease in legibility. Prior to submitting a Preliminary Materials List for a Subcontractor to the Architect, the Contractor shall have reviewed and confirmed that the items specified in the Preliminary Materials List encompass all equipment, products and materials within the scope of that Subcontractor's portion of the Work. The approval by the Architect of any Preliminary Materials List is one step in the submittal process for the Project and shall not be deemed or construed to be in lieu of requirements in the Contract Documents for submittal of Shop Drawings, Samples, Deferred Approvals and/or other information. The Contractor must reserve space on each Preliminary Materials List for the Architect's and the Contractor's stamps and/or signatures indicating approval of the Preliminary Materials List.

5.8 Requirements for Shop Drawings. As required pursuant to the Contract Documents, the Contractor must submit to the Architect any and all drawings and other information necessary to illustrate, expand upon, and otherwise explain in detail such portions of the Work as are generally described in the

Drawings and Specifications and that are to be manufactured or fabricated (e.g., equipment, structural steel, *et cetera*) and incorporated into the Project (each a "Shop Drawing"). The Shop Drawings must explain the manufacture, fabrication, structure, standards, dimensions, layout and/or installation of such portions of the Work (including, without limitation, compliance with or variance from requirements of the Drawings and Specifications) in such manner and in such detail as will permit approval by the Architect and understanding by those performing the Work as to how the portions of the Work detailed in the Shop Drawings will coordinate and fit with other portions of the Work and with any Work by Others. The Contractor must accompany each Shop Drawing with, as applicable, any and all manufacturer drawings, instructions, catalog cut-sheets, performance data, and other descriptive information as required for the Architect to determine that the Work described in the Shop Drawing will satisfy the requirements of the Contract Documents. The Contractor must reserve space on each Shop Drawing for the Architect's and the Contractor's stamps and/or signatures indicating approval of the Shop Drawing.

5.9 Requirements for Samples. As required pursuant to the Contract Documents or otherwise reasonably required by the Architect, the Contractor must submit to the Architect, for approval, any and all physical samples of materials, devices, instruments and/or equipment, or portions thereof, as are generally described in the Drawings and Specifications and that are to be incorporated into the Project (each a "Sample"). The Samples must physically demonstrate the type, quality, texture, finish, color and/or other characteristic(s) of the item for which the Sample is required, in such manner and in such detail as will permit approval by the Architect and understanding by those performing the Work as to how such item, upon completion of the Project, should appear, function, coordinate and/or fit with other items making up the Project. If the Contract Documents require that a Sample illustrate or demonstrate a range of any particular characteristic(s) of any material or product, the range must be sufficiently broad to fairly and fully represent reasonable and possible variations of such characteristic(s). The Contractor must accompany each Sample with, as applicable, any and all manufacturer labels, instructions, catalog cut-sheets, performance data, and other descriptive information as required for the Architect to determine that the characteristic illustrated or demonstrated by the Sample will satisfy or otherwise conform with the requirements of the Contract Documents and the Architect's aesthetic and other decisions. The Contractor must reserve space on the tag or label attached to the Sample, and on the associated transmittal letter, for the Architect's and the Contractor's stamps and/or signatures indicating approval of the Sample.

5.10 Requirements for Deferred Approvals. The Drawings and Specifications may specify that certain portions of the design of the Work (e.g., fire-sprinkler systems, bleachers, elevator, skylights, *et cetera*) and approval thereof by the Architect, DSA, or others has been deferred (each a "Deferred Approval"). Deferred Approvals may be required for items that the Architect could not specify in full detail prior to a specific manufacturer and/or product being identified and approved in accordance with the Contract Documents, or for other reasons. With respect to each Deferred Approval for which it is responsible, the Contractor must prepare and submit the Deferred Approval in accordance with the directions of the Architect and requirements of the Contract Documents, including, without limitation, any performance specifications and/or loading criteria for the item(s) within the scope of the Deferred Approval. Each Deferred Approval must comply with all applicable requirements of Title 21 (including, without limitation, Section 17) of the CCR and Title 24 (including, without limitation, Section 4-317 of Part 1) of the CCR. The Contractor must reserve space on each drawing and associated specifications included in a Deferred Approval for the DSA's, Architect's and Contractor's stamps and/or signatures indicating approval of the Deferred Approval. In obtaining such Deferred Approvals, the Contractor shall ensure that all applications, designs, drawings, specifications, submittal, *et cetera* comply with all applicable laws, ordinances, codes, rules, regulations and other governmental requirements, including, without limitation,

requirements of the DSA and the State Fire Marshall. Unless stated otherwise in the Contract Documents, the Contractor shall be responsible for paying all fees, costs and other expenses necessary to obtain such Deferred Approvals. Neither the requirements of this Section 5.10, 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 timely completing the Work, and Contractor shall schedule and complete its activities to accommodate the requirements of this Section 5.10. The Contractor shall not be granted an extension of time, and may be assessed liquidated damages, if the Contractor is responsible for any failure to obtain any required Deferred Approval and such failure results in a delay in the critical-path of the Work or any Work by Others.

5.11 Scope of Submittal Review and Approval. 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. In its sole discretion, the District may require that the Project Manager also review and approve all submittals. The scope of review and approval by the Architect (and, if applicable, the Project Manager) shall be limited to: (i) matters of aesthetics; (ii) as required, determining that designs were prepared by appropriately licensed design professionals; (iii) determining general conformance with the design concept(s) for the Work and the Project; (iv) determining general conformance with requirements of the Contract Documents; and (v) other matters as required by law. 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.

5.12 Contractor Must Correct and Resubmit Rejected Submittals. If the Architect determines that any submittal is incomplete, contains any material error or other deficiency, or has been only superficially reviewed by the Contractor, the Architect may return the submittal to the Contractor with a notation describing the needed correction(s) and the time within which the submittal must be corrected and resubmitted to the Architect. 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. The Contractor must specifically highlight and/or direct the Architect's attention (e.g., in writing, by "clouding," *et cetera*) to all revisions made to the submittal since it was last returned to the Contractor by the Architect, in such manner as will permit the Architect to easily discern revisions to the submittal. If the Contractor revises and resubmits a submittal, but has failed to properly, appropriately or reasonably make any correction(s) to the submittal as directed by the Architect, or if the revisions to the submittal have revealed or contain additional errors or deficiencies, with the result that the Architect requires further correction of the submittal (i.e., after an initial review and one follow-up review), the reasonable cost of the professional services for the additional review(s) of the submittal shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

5.13 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 Architect directs the Contractor, in writing, to commence such portion of the Work. The Contractor must ensure that all such portions of the Work are performed and completed in accordance with all Shop Drawings, Samples, Deferred Approvals and other submittals required pursuant to, and approved by the Architect in accordance with, the Contract Documents. The District, the Architect, the Project Manager and/or the Inspector of Record may reject any Work performed, and/or any materials, products or other things delivered to the Project Site and/or incorporated into the Work or the Project, in violation of the requirements of this Section 5.13.

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PART 6
INSURANCE REQUIREMENTS

6.1 Insurance a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all applicable requirements of this Part 6 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 Part 6 be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to commence the Work on the Commencement Date. 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 Part 6.

6.2 Optional Owner-Controlled Insurance Program. If the Special Provisions so provide, the District will implement an "Owner Controlled Insurance Program" ("OCIP") for the Project, and the Contract Documents will include requirements for the Contractor to provide qualifying and enrollment information. In the event an OCIP will apply to the Project, the Contractor must at all times comply with all applicable OCIP requirements set forth in the Special Provisions and any applicable Supplementary Special Provisions. In the event an OCIP will apply to the Project, the Contractor shall not be required to procure the Insurance Policies pursuant to Section 6.5 of these General Provisions; provided, however, that: (i) except as provided in Section 6.3 of these General Provisions, the Contractor still must procure the Contractor All-Risk Policy; and (ii) notwithstanding the foregoing, the Contractor must procure all of the Insurance Policies pursuant to Section 6.5 of these General Provisions if the OCIP does not take effect, the OCIP does not become applicable to the Project, the OCIP is terminated after taking effect, or the Contractor or a sufficient number of its Subcontractors do not qualify for enrollment and/or participation in the OCIP.

6.3 Optional District All-Risk Insurance. If the Special Provisions so provide, the District will obtain, and will maintain in force at all times prior to the Project Acceptance Date, a policy of builder's all-risk insurance with such coverages, deductibles, and endorsements as the District, in its reasonable discretion, determines appropriate ("District All-Risk Policy"). If the District will have the District All-Risk Policy in effect, the Contractor shall not be required to procure the Contractor All-Risk Policy described in Subsection 6.5.5 of these General Provisions. The District All-Risk Policy will name as additional insureds the District, Contractor, Subcontractors, other contractors working on the Project, and others as the District, in its reasonable discretion, determines appropriate. The District and the Contractor hereby waive all subrogation rights against each other and all other persons and/or entities covered by the District All-Risk Policy, but only to the extent of coverage provided by the District All-Risk Policy. The District All-Risk Policy shall also waive the insurer's rights of subrogation against such persons and/or entities. A waiver of subrogation shall be effective with respect to each such 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 District All-Risk Policy; or (iv) has an insurable interest in the property. The Contractor must comply with all requirements of the District All-Risk Policy applicable to the performance of the Work. If the Contractor incurs any loss in excess of an applicable deductible, the Contractor must provide written notice to the Project Manager within twenty-four hours after discovering the loss. If a deductible applies, the Contractor shall be responsible for all losses up to the deductible amount set forth in the Special Provisions.

6.4 Insurance Requirements Absent an OCIP. The Contractor must obtain and have in effect each and every policy of insurance required pursuant to Section 6.5 of these General Provisions (each an "Insurance Policy" and, collectively, the "Insurance Policies") within: (i) seven days after the date of the

Notice to Proceed or prior to the Commencement Date, whichever is sooner, if the Special Provisions indicate that the District will not implement the OCIP; or (ii) seven days after receipt of notice from the District or the OCIP administrator that, as applicable, the OCIP will not take effect, the OCIP will not be applicable to the Project, the OCIP is being terminated, or the Contractor or a sufficient number of its Subcontractors do not qualify for enrollment and/or participation in the OCIP. The Contractor must maintain each such Insurance Policy in full force and effect at all times prior to (and, as provided herein with respect to certain insurance coverage, for the required period after) the Project Acceptance Date.

6.5 Minimum Types and Amounts of Insurance Coverage.

6.5.1 Commercial General Liability Insurance. The Contractor shall 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), with a combined single limit of not less than the amount specified in the Special Provisions, providing coverage for all activities related to or undertaken in connection with the Work ("Liability Policy"). If an aggregate limit applies to the Liability Policy, not less than the amount specified in the Special Provisions as the applicable portion of such aggregate must apply specifically and exclusively to the Work and the Project. Unless expressly agreed by the District in writing, the Liability Policy must include, as a minimum, coverage for: (i) bodily injury, disease, sickness and death; (ii) property damage (broad form); (iii) personal injury/advertising injury; (iv) premises/operations liability; (v) products/completed-operations liability; (vi) explosion, collapse and underground (UCX) (i.e., exclusion deleted); (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. 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 Section 21.17 of these General Provisions 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.

6.5.2 Vehicle Liability Insurance. The Contractor shall obtain and maintain a policy of business vehicle liability insurance with a combined single limit, per occurrence, of not less than the amount specified in the Special Provisions ("Vehicle Liability Policy"). If an aggregate limit applies to the Vehicle Liability Policy, not less than the amount specified in the Special Provisions as the applicable portion of such aggregate must apply specifically and exclusively to the Work and the Project. The Vehicle Liability Policy must include coverage for owned, hired and non-owned vehicles.

6.5.3 Workers' Compensation Insurance. The Contractor shall obtain and maintain a policy of workers' compensation insurance in accordance with Section 3700 *et seq*. of the Labor Code and other applicable laws, regulations and requirements ("Workers Compensation Policy") and a policy of employers' liability insurance with limits of not less than one million dollars per incident ("Employer Liability Policy"). Within seven days of the date of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor shall execute and provide to the District the "Certification Regarding Workers Compensation" included in the Required Contract Forms.

6.5.4 Professional Liability Insurance.

6.5.4.1 Contractor. In connection with the Contractor having responsibility, whether directly or indirectly through any Subcontractor, for any design, engineering or similar professional services in accordance with the Contract Documents (e.g., design of fire sprinklers, shoring, falsework, scaffolding, *et cetera*), the Contractor shall obtain and maintain a policy of professional liability (errors and omissions) insurance ("Professional Liability Policy") providing coverage in an amount not less than the

amount specified in the Special Provisions for each claim and in the aggregate. Notwithstanding Section 6.4 of these General Provisions: (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 for a period of not less than four years after the Substantial Completion Date.

6.5.4.2 Subcontractors. In addition to the Contractor obtaining and maintaining the Professional Liability Policy, the Contractor must require and ensure that each of its Subcontractors having responsibility for any design, engineering or similar professional services in connection with the Project obtains and maintains a policy of professional liability (errors and omissions) insurance ("Subcontractor Professional Liability Policy") providing coverage in an amount not less than the amount specified in the Special Provisions for each claim and in the aggregate. Notwithstanding anything else to the contrary: (i) each such Subcontractor must have its Subcontractor Professional Liability Policy in full force and effect prior to commencing any such professional services; (ii) each renewal or replacement of the Subcontractor Professional Liability Policy must have a retroactive date that is prior to the date the Subcontractor commenced any such professional services; and (iii) as a condition to final payment to the Contractor pursuant to the Contract, the Subcontractor must obtain at its cost a supplemental extended reporting period (tail) applicable to the Subcontractor Professional Liability Policy for a period of not less than two years after the Substantial Completion Date; provided that, upon request of the Contractor, the District in its discretion may waive the requirement for some or all of the tail coverage with respect to any Subcontractor whose professional services relate solely to temporary work (e.g., shoring, falsework, or scaffolding).

6.5.5 Contractor All-Risk Insurance. If the Special Provisions provide that the Contractor must obtain such insurance, the Contractor must procure a policy of builder's all-risk insurance, written on a non-reporting, completed value basis, providing coverage for all of the Work in an amount not less than the greater of (i) the full estimated replacement cost of the Work or (ii) the Contract Price ("Contractor All-Risk Policy"). The Contractor All-Risk Policy must apply, at a minimum, to: (i) completed 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. The Contractor All-Risk Policy must cover: (i) losses arising from causes that include, without limitation, fires, windstorms, lightening, explosions, theft, earth movement (including but not limited to earthquake, landslide, and subsidence), 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. The Contractor All-Risk Policy must name or be endorsed to name the District, the Architect, the Project Manager, the Inspector of Record, the Contractor, and each Subcontractor, as additional insureds. The Contractor All-Risk Policy also must name the District as loss payee, including, without limitation, for the purposes of any tax-exempt bond proceeds used to fund the Project, and the District shall be deemed to be the owner of all work and materials on the Project Site or

stored for use on the Project Site. The Contractor must maintain the Contractor All-Risk Policy in full force and effect at all times prior to the Project Acceptance Date. 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 18.9 of these General Provisions.

6.6 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 Section 6.5 of these General Provisions (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 such Section 6.5; or (ii) terms of coverage be impaired or otherwise provide less protection than would otherwise be available pursuant to the separate policies specified in such Section 6.5. The District may impose any other conditions or requirements on or for the umbrella policy that the District determines are reasonable.

6.7 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.

6.8 Insurer Standards. Each Insurance Policy must be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating (Best's Rating) of not less than an "A," a "Ratings Outlook," if assigned, of either stable or positive, and Financial Size Category of not less than "X." 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 Ratings 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.

6.9 Designation of Additional Insureds. The Liability Policy, the Vehicle Liability Policy, and the Contractor All-Risk Policy, each must name or be endorsed to name the District, the Architect, the Project Manager, and the Inspector of Record, as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall 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.

6.10 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 the other insureds or additional insureds. 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. To the extent required pursuant to Part 23 of these General Provisions, the Contractor shall indemnify and defend the District, the Architect, the Project Manager, and the Inspector of Record, against any and all subrogation claims arising from any of the Insurance Policies.

6.11 Premiums, Deductibles and Self-Insured Retentions. 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 deductibles or self-insured retentions. The Contractor shall be solely responsible and liable for any and all such deductibles and self-insured retentions. To the extent required pursuant to Part 23 of these General Provisions, the Contractor shall indemnify and defend the District, the Architect, the Project Manager, and the Inspector of Record, against any and all claims arising from such premiums, deductibles and/or self-insured retentions.

6.12 Evidence of Coverage. For each Insurance Policy required pursuant to this Part 6, the Contractor shall provide 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 is permitted by these General Provisions to be 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 Part 6. 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," the Contractor must provide to the District a certified copy of the Insurance Policy and all associated endorsements, riders, *et cetera* concurrently with providing the Certificate of Insurance to the District. The foregoing shall not be deemed or construed to limit or qualify the Contractor's obligation to comply with requirements of Section 6.14 of these General Provisions relating to the time(s) within which the Contractor must provide such documents to the District.

6.13 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.

6.14 District Review and Approval of Insurance Policies. Within the time(s) required pursuant to Section 6.4, Subsection 6.5.4.1 and/or Subsection 6.5.4.2 of these General Provisions for the Contractor to have any required Insurance Policy in effect, the Contractor must provide to the District a certified copy of such Insurance Policy and all associated Certificates of Compliance, endorsements, riders, *et cetera*. 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 Part 6. 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 Part 6.

6.15 Additional Required and/or Optional Insurance. In addition to maintaining in effect all other insurance coverage required pursuant to this Part 6, the Contractor, at all times during the performance of the Work or as otherwise required by law, shall obtain or otherwise have in effect any and all other insurance coverage that the Contractor is required to maintain in accordance with applicable laws, regulations and/or other governmental 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 the Contract. 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.

6.16 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 Part 6. However, if the Special Provisions do not specify lesser per-occurrence and/or aggregate limit(s) for a Subcontractor's coverage, 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 Part 6, 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 Part 6. To the extent required pursuant to Part 23 of these General Provisions, the Contractor shall indemnify and defend the District, the Architect, the Project Manager, and the Inspector of Record, against any and all claims arising from the failure of any Subcontractor to obtain and maintain the insurance required pursuant to this Part 6. All Subcontractor insurance coverage shall be subject to review and approval as described in Section 6.14 of these General Provisions.

6.17 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.

6.18 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 Part 6, the District may purchase or otherwise obtain such insurance, and the District shall deduct the cost thereof from one or more Construction Progress Payments, without recourse by the Contractor.

6.19 Insurance Coverage Not a Limitation on Liability. The requirements set forth in this Part 6, 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.

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PART 7
PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

7.1 Surety Bonds a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all requirements of this Part 7 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 Part 7 be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to commence the Work on the Commencement Date. 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 Part 7.

7.2 Delivery of Surety Bonds. Within seven days of the date of the Notice to Proceed or prior to the Commencement Date, whichever is sooner, 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").

7.3 Forms of Surety Bonds. The Payment Bond and the Performance Bond (each a "Surety Bond") must be in substantially the forms included in the Required Contract Forms; provided, however, that each of the Surety Bonds must conform to and comply in all respects with all applicable State laws. Each of the Surety Bonds must name the District as the entity to which the Contractor and the surety are bound. Neither of the Surety Bonds shall have a stated expiration date, and each shall remain in effect at all times that the Contractor has any obligation pursuant to the Contract.

7.4 Penal Sums of Surety Bonds. Each of the Surety Bonds initially must have a penal sum equal to the Contract Price. If the Contract Price 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 Contract Price. 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.

7.5 Surety Qualifications. Each of the Surety Bonds must be issued by a surety that is authorized and admitted to transact business in the State in accordance with Code of Civil Procedure Section 995.120. Each of the Surety Bonds must be signed by the duly-authorized representatives of both the Contractor and the surety, and the signatures must be notarized. In addition, the Contractor must attach to each Surety Bond: (i) a printout from the website of the California Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the Clerk of the county in which the Project Site is located ("County") that the surety is an admitted surety insurer. 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.

7.6 Surety Obligations Not Affected by Changes in Work. No change in the Work or the Project, extension of time for performance of the Work or any Work by Others, or other action permitted

pursuant to the Contract shall be deemed or construed to, in any manner or respect, release the Contractor or any surety that has issued one or both of the Surety Bonds from their respective obligations pursuant to the Surety Bonds, and each such surety shall be deemed to have waived notice of such changes, extensions and other actions.

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PART 8
PERFORMANCE OF THE WORK GENERALLY

8.1 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 4.7 of these General Provisions. 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 4.7 of these General Provisions; and (ii) any Work performed on behalf of the Contractor by any Subcontractor or other person or entity.

8.2 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 Officer 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 law 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.

8.3 Contractor Must Comply with Applicable Laws. 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 federal, State and local laws, ordinances, rules, regulations, and lawful orders of public authorities, 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 law.

8.4 Contractor Must Implement Quality Control Procedures. All Work performed must result in sound, high-quality construction that meets or exceeds the requirements of: (i) the Contract Documents; (ii) typical standards for construction of public schools in the State; and (iii) all applicable materials and/or equipment manufacturer's standards and specifications. The Contractor must ensure that all elements, assemblies and other parts of the Work fit properly and well with each other and with any Work by Others. The Contractor must develop, implement and, at all times during the performance of the Work, continuously apply and enforce written quality-control procedures as a means of ensuring that the Work is performed in accordance with all requirements of the Contract Documents. The scope and detail of the quality control procedures will be dependent on the nature and scope of the various portions of the Work. The quality control procedures are subject to reasonable approval by the Project Manager, which approval the Contractor must obtain prior to commencing any portion of the Work. In the case of limited scope and appropriate nature of any portion of the Work, the Project Manager in its reasonable discretion may waive the requirement that quality control procedures be set forth in writing, but no such waiver shall be deemed or construed to relieve the Contractor of any of its other obligations pursuant to the Contract Documents.

8.5 Contractor Must Appropriately Coordinate and Time the Work. The Contractor shall be solely responsible for: (i) appropriately and adequately coordinating and timing 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) determining that portions of the Work completed or in the process of being completed 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 shall be solely responsible and liable for any costs and/or delays arising from any failure of the Contractor to appropriately and adequately coordinate and time the performance of the various portions of the Work.

8.6 Contractor Must Furnish Sufficient and Skilled Workforce. 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 all milestones set forth in 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.

8.7 Contractor Must Confine Work to Designated Areas. The Contractor must confine all activities, materials, equipment and other things that occur or are present on, at or in the vicinity of the Project Site to specific areas where the Work is then occurring and within such other areas or limits as specified by the Project Manager or any applicable law, rule, regulation, ordinance, permit, or order of governmental entity with competent jurisdiction.

8.8 Requirements for Accessing the Project Site. The Contractor and every other person or entity: (i) must enter and exit the Project Site only through construction entrances and exits designated by the Project Manager; (ii) must access the Project Site or Work to be performed in the vicinity of the Project Site following only the specific route(s) over the local public streets, if any, designated by the Project Manager or any governmental entity with competent jurisdiction; and (iii) comply with all requirements

applicable to delivery or transport of materials, supplies and/or equipment, including, without limitation, requirements for reduced speed and covering of loads.

8.9 District Responsible for Utility Easements and Rights of Entry. Unless the Contract Documents expressly provide otherwise, the District, at its cost, shall be responsible for granting or obtaining any temporary or permanent easements, rights of entry, or similar rights for utility company facilities or similar purposes necessary in connection with the Work. The Contractor shall be responsible for requesting, sufficiently in advance to avoid or prevent any delay in the Work or any Work by Others, that the District grant or obtain each such necessary easement, right of entry and/or similar right.

8.10 District to Furnish any Necessary Survey of Project Site. The Contractor must provide written notice to the Project Manager if the Contractor reasonably determines that a legal description and/or survey of the boundaries of the Project Site is necessary for performance of the Work. If the District thereafter concurs that a legal description and/or survey of the Project Site is reasonably necessary for performance of the Work, the District, at its cost, shall furnish such legal description and/or within a reasonable time cause such survey to be performed, if not previously done, and provided to the Contractor.

8.11 Contractor Responsible for Construction Surveying. The Contractor must, at its cost, timely schedule, perform and/or cause the performance of all surveying, field measurements, staking, *et cetera*, required for purposes of any grading, site work and construction to be performed in connection with the Work.

8.12 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.

8.13 NPDES Permit and SWPPP.

8.13.1 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.

8.13.2 Implementation and Compliance. If NPDES Permit requirements are applicable to the Project, 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, Architect and Project Manager. 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.

8.13.3 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.

8.14 Contractor Must Comply with Run-Off Control Requirements. At all times during performance of the Work, the Contractor must comply with all federal, State and local governmental and quasi-governmental requirements providing for control of erosion, run-off, drainage and/or discharges into any storm-drain systems and/or watercourses, including, without limitation, all applicable requirements of any city, County and/or flood-control district, and any NPDES Permit and SWPPP applicable to the Work and/or the Project. The Contractor must ascertain for itself the requirements applicable to the Work and the Project, but the Project Manager will have copies of the applicable NPDES Permit and SWPPP available for review at the Project Site. 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 8.14.

8.15 Contractor Must Not Disturb Run-Off Control Measures. Except to the extent the Project Manager consents in writing, 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 8.15.

8.16 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 foregoing shall be deemed to require, among other things, that the Contractor: (i) install barricades around any shrubs or trees that the Contract Documents or the Project Manager require to be preserved or protected, but that may be adversely affected by performance of the Work; (ii) drain, remove or otherwise mitigate any water, mud, dust, debris, *et cetera*, as necessary for proper performance of the Work; (iii) avoid driving over, parking on, and placing any loads (including, without limitation, stabilization legs of cranes or other equipment) on, any curbs, gutters and sidewalks on, at or in the vicinity of the Project Site; and (iv) avoid overloading any completed or partially completed building, structural members or elements, or other improvements, with workers, materials and/or equipment. The Project Manager may require that the Contractor 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 Project Manager may cause any such damaged property to be repaired, replaced or otherwise corrected by another party at the Contractor's expense. The Contractor

shall be solely responsible and liable for any costs and/or delays arising from any failure of the Contractor to provide adequate security, preservation and protection as provided herein.

8.17 Requirements for Cutting and Patching of Work. The Contractor must obtain the written consent of the Architect prior to 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. 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. In undertaking any such activities, the Contractor must adequately protect all other completed or in-progress portions of the Work, any Work by Others, the Project Site, and off-site improvements and properties in the vicinity of such activities. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any cutting and/or patching 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. If the District or the Architect determines that any patch does not reasonably match the appearance, quality or functionality of the adjacent Work or any Work by Others, or otherwise fails to conform to requirements of the Architect or the Contract Documents, the District may require that the Contractor, at its sole cost, remove and replace the patch and/or refinish or replace, to the extent necessary, the Work or any Work by Others that was patched.

8.18 Requirements for Cutting, Drilling or Attaching to Structural Members. Except as expressly provided in the Contract Documents, the Contractor must obtain the written consent of the Architect prior to 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 an improvement 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. In undertaking any such activities, the Contractor must adequately protect all other completed or in-progress portions 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 such activities that are performed without consent of the Architect, performed contrary to direction or instructions of the Architect, or are 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.

8.19 District Responsibility to Provide for Testing and Inspection. Except as the Contract Documents may provide in any particular case, the District, at its cost, shall obtain, furnish or otherwise provide for all testing and inspections of the Work and any materials, equipment and/or assemblies to be incorporated therein, as required pursuant to the Contract Documents and applicable laws, ordinances, rules, regulations, and orders of governmental entities with competent jurisdiction. The District, the Project Manager, the Inspector of Record and/or the entity performing any test shall select each sample of materials that must be tested, not the Contractor. The Contractor must not: (i) incorporate 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 (ii) close or otherwise make inaccessible any assembly or assemblies that must be tested prior to being closed or otherwise becoming inaccessible.

8.20 Contractor Must Give Timely Notice of Testing and Inspections. The Contractor must provide written notice to the Project Manager and the 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. If the Contractor closes, covers or otherwise constructs any portion of the Work or an assembly incorporated therein prior to such portion of the Work being inspected as required, the Project Manager 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.

8.21 District May Require Special or Additional Testing or Inspection. If the District, the Architect, the Project Manager, the Inspector of Record and/or any governmental entity with competent jurisdiction determines it 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.

8.22 Contractor Responsibility for Costs of Testing and Inspections. The Contractor shall be solely responsible and liable for paying all costs attributable to any testing and/or inspection if: (i) the Contract Documents require that the Contractor pay such costs; (ii) the Contractor provided notice requesting the testing and/or inspection, but the applicable Work, materials, equipment and/or assemblies were not ready to be tested and/or inspected at the indicated time; (iii) the testing and/or inspection was necessary because the applicable Work, materials, equipment and/or assemblies previously failed required testing and/or inspection; (iv) the testing and/or inspection had to be performed outside the hours of a normal eight-hour workday on any Monday through Friday, excluding holidays, because the Contractor, for any reason except as excused by the District in writing, performed any portion of the Work outside the hours of a normal eight-hour workday; or (v) the testing and/or inspection occurred outside a fifty mile radius of the Project Site. In no event shall any consent by the District or the Project Manager to performance of any portion(s) of the Work outside the hours of a normal eight-hour workday be deemed or construed to constitute consent by the District to pay costs attributable to testing and/or inspection of such portion(s) of the Work that must occur outside the hours of a normal eight-hour workday. To the extent additional services are required in connection with any such testing and/or inspections, the costs payable by the Contractor shall include, without limitation, costs of the Architect's, Project Manager's and Inspector of Record's services attributable to the testing and/or inspections.

8.23 Contractor Must Correct Non-Conforming Work. The District may require that the Contractor remove any Work, materials and/or equipment that is(are) inferior, defective or otherwise fail(s) to conform to requirements of the Contract Documents, regardless of whether already incorporated into the

Work, and correct the Work using proper materials and/or equipment. Upon request, the Contractor must provide to the Project Manager such documentary evidence (e.g., invoices, receipts, purchase orders, *et cetera*) as reasonably evidences the type and quality of any materials and/or equipment that is to be or that has been incorporated into the Work. The Contractor, without extension of the Contract Time or increase in the Contract Price, shall be solely responsible and liable for all costs of such removal and replacement, as well as all other costs to bring the Work into compliance with the Contract Documents. If the Contractor fails to timely remove and replace any inferior or defective materials and/or equipment, or fails to otherwise bring the Work into compliance with the Contract Documents, the District may do so, and the cost thereof shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract. If the District is required to undertake any such actions, the District may sell any materials that it removes from the Work and, if any, the proceeds thereof less the District's costs of sale, transport, *et cetera*, shall be a credit that will offset monies withheld from the Contractor.

8.24 Contractor Must File Verified Reports. From time to time during the performance of the Work, and at any other time required by the DSA, the Contractor, and each other person or entity performing any portion of the Work required by law, 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 ("CCR"), and Section 4-366 of Title 24 of the CCR. Verified reports must be prepared on form(s) prescribed by the DSA and specify, based on the personal knowledge of the person preparing the report, that the Work during the period covered by the report has been performed and materials have been used and installed in every material respect in compliance with the duly approved Drawings and Specifications, and setting forth such detailed statements of fact as shall be required.

8.25 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 Project Manager 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 safety meeting conducted in connection with the Project, the Contractor must prepare, and must submit with the daily report for the day the safety meeting occurred, reasonably detailed minutes and a sign-in or attendance sheet for the safety meeting.

8.26 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 must comply with any and all federal, State and local governmental laws, ordinances, rules, regulations and other requirements applicable to noise originating or emanating from construction sites and activities, e.g., the Noise Control Program (Title 40, Code of Federal Regulations, Part 204). 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. At any time the Contractor is or will be performing any portion of the Work while school is in session, and the District determines that noise or dust originating or emanating from the Work is unreasonably disturbing students and/or teachers, the District may require that the Contractor stop such portion of the Work and reschedule such activities during hours that will not cause any such unreasonable disturbance. 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 unreasonable 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 Contract Price.

8.27 Contractor Must Clean Work Areas. 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. Each day during the course of the Work, the Contractor shall: (i) clean the areas in which the Work is or was being performed, together with any other areas affected by such Work (including, without limitation, adjacent streets, sidewalks, gutters, *et cetera*), break areas, lunch areas, *et cetera*; and (ii) remove from the Project Site and properly and legally dispose of all trash, debris, dust, excess water, excess materials, *et cetera* resulting or arising from performance of the Work. If the Project Manager or Inspector of Record determines that trash, debris, dust, excess water, excess materials, unused equipment, *et cetera* resulting or arising from performance of the Work is a potential safety hazard, upon request, the Contractor shall immediately remove the items or matter creating the hazard and clean the vicinity thereof.

8.28 Consequences of Failure by Contractor to Clean Work Areas. If at any time the Contractor fails to timely comply with its responsibilities pursuant to Section 8.27 of these General Provisions, the District or Project Manager may cause such responsibilities to be fulfilled by others, and the cost thereof shall be a charge to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract. If the Contractor or other contractor working on the Project disputes responsibility for cleanup of the Project Site: (i) the District or Project Manager may cause necessary cleanup to be performed; (ii) the District shall allocate the cost of such cleanup among the Contractor and others that the District determines should have been responsible for the cleanup; and (iii) the cost thereof allocated to the Contractor shall be a charge to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

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PART 9
COORDINATION WITH WORK BY OTHERS

9.1 Contractor Must Ascertain Impacts of Work by Others. The District, in its sole discretion, may 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. In addition, the District, in its sole discretion, may 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 work on the Project by any other contractor causes or results in any unreasonable delay and/or unreasonably increases the cost of performing the Work, the Contractor's sole remedy for damages, including delay damages, shall be to seek compensation from the contractor whose work caused or resulted in such delays and/or increased costs, not from the District.

9.2 Contractor Must Accommodate Partial Occupancy by District. Subject to the provisions of this Section 9.2, the District shall have the right to occupy and/or use any completed or partially completed portion of the Project. The District and Contractor shall attempt to agree in writing as to their respective responsibilities for payments, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, commencement of guarantee periods, *et cetera*. In the event the District and Contractor are not able to so agree, the District may issue a unilateral Change Order to provide for such occupancy and/or use. Immediately prior to any such partial occupancy and/or use, the District, Architect, Project Manager, Inspector of Record, and Contractor shall jointly inspect the portion of the Project to be occupied and/or used in order to determine and record the status and condition of the Work. The Contractor must make all reasonable efforts to accommodate any such partial occupancy and/or use by the District. Unless set forth in a written agreement or unilateral Change Order, the partial occupancy and/or use of any portion of the Project that includes any portion of the Work shall not constitute acceptance of Work that does not conform with the requirements of the Contract Documents. In no event shall performance of any Work by Others be deemed or construed to constitute partial occupancy and/or use by the District in accordance with this Section 9.2.

9.3 Contractor Must Coordinate with Work by Others. In no circumstances shall the Contractor be deemed or construed to have exclusive occupancy of any portion of the Project Site, the Project, or any property in the vicinity of the Project that is under the control of the District or any other governmental or quasi-governmental entity. The Contractor must coordinate the Work with any Work by Others, and, to the extent required, must properly match, connect to, and/or build upon such Work by Others. The Contractor must not unreasonably interfere with or delay any Work by Others, or unreasonably refuse to permit those performing any Work by Others to: (i) receive deliveries of and/or store any materials, equipment or supplies; (ii) access the various areas on, at or in the vicinity of the Project Site in, at, or on which the Work is located or being performed; or (iii) perform the Work by Others, including, without limitation, matching, connecting to, or building upon, any portion of the Work. Upon request, the Contractor must meet with the Project Manager, the Inspector of Record, and/or others as the District determines necessary or advisable, for purposes of coordinating the various activities of the Contractor and those performing any Work by Others. The Contractor must notify the Project Manager if the performance of any Work by Others is unreasonably interfering with, or likely will unreasonably interfere with, the performance of the Work, and

the Project Manager in all such cases shall ascertain whether it is possible for the Work and such Work by Others to proceed simultaneously or whether it is necessary to prioritize the performance of the Work and such Work by Others. Any such prioritization shall be deemed and construed to be a normal incident of the Project, and the District shall not be responsible or liable for direct or indirect delays, costs and/or expenses incurred by the Contractor on account of such prioritization.

9.4 Contractor Must Inspect Certain Work by Others for Deficiencies. If the proper performance or results of any portion of the Work depends to any extent on the proper performance or results of any Work by Others (including, without limitation, if the Contractor must match, connect to, or build upon, such Work by Others), then, prior to commencing such portion of the Work, the Contractor must measure and otherwise inspect that Work by Others, and compare the results of that Work by Others with the requirements of the Contract Documents, to ensure that the Work can be properly performed. The Contractor must perform each such inspection sufficiently in advance to avoid and/or prevent any delay in the Work or any Work by Others. The Contractor must immediately provide written notice to the Architect, the Project Manager and the Inspector of Record if the Contractor reasonably believes that any Work by Others upon which the Work is dependent is materially defective, deficient, improper or otherwise does not conform to requirements of the Contract Documents, and thereby precludes proper performance of the Work. The Contractor shall be deemed and construed to have fully accepted any and all Work by Others as fit and proper for purposes of performance of the subsequent Work if: (i) the Contractor fails to inspect, or fails to adequately inspect, such Work by Others; or (ii) the Contractor does not provide notice that such Work by Others is materially defective, deficient, improper or otherwise does not conform to requirements of the Contract Documents, and thereby precludes proper performance of the Work.

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PART 10
PROJECT SITE DECORUM

10.1 Performance of Work at Operating School Facilities. 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) 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; (iv) enclose the area in which the Work is to occur with a substantial barricade or take other safety precautions as directed by the Project Manager; and (v) comply with directions from the District and/or the Project Manager regarding the timing and performance of the Work that are intended to avoid unnecessarily disturbing school operations.

10.2 Prohibition Against Contact with Students and Other Minors. Regardless of whether Section 10.3 of these General Provisions is made effective, no person who is at, on or in the vicinity of the Project Site on account of the Work, even if such person has never been convicted of any serious or violent felony, may converse or otherwise interact with any student or other minor-aged individual. The foregoing prohibition shall not apply to the extent reasonably necessary: (i) in the event of an Emergency; (ii) in the event the student or other minor-aged individual is accompanied by a parent, guardian, District staff member, or other adult who initiates the interaction (e.g., to ask for directions, to ask what is being constructed, *et cetera*); or (iii) when directing any minor-aged individual who is not authorized to be present on the Project Site to leave the Project Site. Each person who is at, on or in the vicinity of the Project Site on account of the Work shall attempt to keep to a minimum any contact initiated as provided in the foregoing clauses (ii) and (iii). Upon being directed to do so, if any individual not authorized to be present on the Project Site refuses or fails to leave the Project Site, the person who so directed the individual to leave must immediately inform the Project Manager. Each person at, on or in the vicinity of the Project Site on account of the Work shall fully comply with all procedures and other requirements established by the District and/or Project Manager and intended to limit contact with others.

10.3 Procedures to Prevent Contact with Students.

10.3.1 Significance of Requirements. This Section 10.3 shall be applicable to the Contract only if the Special Provisions so provide. If this Section 10.3 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.

10.3.2 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 included in the Required Project 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.

10.3.3 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 10.3. The Contractor may on that basis delegate responsibility for compliance with this Section 10.3 to any such Subcontractor; however, the Contractor at all times retains full responsibility and/or liability for such compliance or lack thereof.

10.3.4 Alternatives to Fingerprinting and Background Checks. Upon request of the Contractor with respect to any particular situation and/or limited 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 10.3.2 and 10.3.3 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 specific 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.

10.4 Consequences of Violating Prohibition Against Contact. 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 Section 10.2 or, if applicable, Section 10.3 of these General Provisions, 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.

10.5 Identification or Security Badges. The Project Manager may implement requirements for persons present at, on or in the vicinity of the Project Site on account of the Work to wear identification or security badges. In such event, each such person must comply with all requirements for producing, procuring or obtaining such badges, and each such person must wear the assigned badge at all times while at, on or in the vicinity of the Project Site, in a visibly noticeable location on the front, upper body of such person. Upon request, the Project Manager may consent to a person wearing his or her badge in an alternate location or by alternate means (e.g., lanyard, clip, *et cetera*) if reasonably necessary to ensure the safety of such person or the visibility of the badge. Any person in need of a replacement badge may obtain a replacement subject to paying a fee covering the District's costs of providing the replacement badge. If the Project Manager implements requirements for wearing badges, no person without a badge, or who refuses or fails to wear his or her badge, will be permitted to enter or remain at, on or in the vicinity of the Project Site. Upon final completion of the Work, the Contractor shall return, or cause to be returned, to the Project

Manager all badges issued in connection with the Work, which shall be a prerequisite to final payment to the Contractor pursuant to the Contract.

10.6 Prohibition Against Workers Leaving Vicinity of Their Work. 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. 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.

10.7 Prohibition Against Unfit Workers. No unfit person may, and the Contractor must not permit any unfit person to: (i) perform any portion of the Work; or (ii) be present at, on or in the vicinity of the Project Site. For purposes of this Section 10.7, a person shall be deemed unfit if: (i) the person is not appropriately skilled for the tasks or work assigned to such person (other than designated apprentices working under the supervision of designated journeymen or other authorized supervisors); (ii) the person fails to comply with any rule or requirement set forth in the Contract Documents; or (iii) the person creates any safety hazard or unreasonably fails to recognize any apparent safety hazard that might jeopardize that person or other persons or property.

10.8 Requirements for Courteous and Professional Conduct. Each person at, on or in the vicinity of the Project Site for any reason, including, without limitation, any worker arriving for or departing from his or her work shift, shall at all times act in a courteous and professional manner. Each such person is hereby prohibited from: (i) acting in any violent, overly-aggressive or other anti-social manner, including, without limitation, fighting, hitting or striking of any other person or property, yelling or screaming, obscene gestures, leering, touching of any other person in a manner that violates any law, *et cetera*; (ii) using any word or language that is profane, demeaning, derogatory, sexually explicit, misogynistic, racially- or ethnically-biased, *et cetera*; (iii) making any lewd, obscene or otherwise indecent gestures, including, without limitation, "flipping off" any other person or thing; and (iv) taunting or inappropriately teasing any other person if likely or intended to annoy, harass, anger, or cause any other adverse emotional reaction by or of any person. No person may bring or keep on or in the vicinity of the Project Site, or any other place where any portion of the Work is to be performed, any gun, switchblade, or other knife with a blade greater than two inches in length (except that the Project Manager may permit knives with longer blades if reasonably necessary for performance of the Work).

10.9 Dress Code and Appearance Requirements. Each person at, on or in the vicinity of the Project Site on account of the Work must use and/or wear clothing and protective attire (e.g., hard-hats, eye-wear, boots, gloves, *et cetera*) as appropriate for the situation and/or the Work being performed, and such clothing and attire must be clean at the start of such person's work shift. No person at, on or in the vicinity of the Project Site on account of the Work may wear: (i) any shirt that does not fully cover the person's upper torso and shoulders (e.g., a tank-top or midriff shirt) as an only or as an outer layer of clothing; (ii) any tennis, athletic or similar type shoes; (iii) any flip-flops or other types of sandals; or (iv) any short pants or cut-offs. No person at, on or in the vicinity of the Project Site on account of the Work may wear or display any shirt, pants, hat or other garment, or any necklace, bracelet or other accessory, or any other thing of any nature that depicts, illustrates, states, describes, advertises or promotes: (i) any material or message that is obscene, violent, suggestive, derogatory, demeaning, sexual, misogynistic, racially- or ethnically-biased, *et cetera*; or (ii) any drug, alcohol, tobacco, or other controlled substance prohibited to minors.

10.10 Requirements for Use of Restrooms. If the Project Manager is not responsible for providing portable or other restroom facilities 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. Each such person shall comply with any posted instructions or rules relating to use of the restroom facilities at, on or in the vicinity of the Project Site. 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 into a urinal or toilet inside a restroom facility.

10.11 Control of Break-Time Activities. The Contractor shall 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 container. The Contractor shall encourage recycling and, if not the responsibility of the Project Manager, shall provide containers for the recycling of materials in connection with its activities at the Project Site.

10.12 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 included in the Required Contract Forms. Due to the possible adverse consequences of the foregoing activities, any failure by the Contractor to ensure compliance with the requirements of this Section 10.12 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 pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

10.13 Prohibition Against Unnecessary Noise. No person at, on or in the vicinity of the Project Site on account of the Work shall make any loud and/or unnecessary noises, except loud noises reasonably resulting from performance of the Work. No person at, on or in the vicinity of the Project Site on account of the Work may: (i) use any radio, portable CD player, or other similar device, regardless of the volume at which it is used; (ii) use any I-Pod, MP-3 player or similar device (including, without limitation, if the device is a component of a cellular telephone or similar device) not typically audible to other than the user; or (iii) wear any earplugs or headphones for entertainment or other non-Work or non-safety purposes. The foregoing shall not be deemed or construed to prohibit the use of cellular telephones, walkie-talkies or other radio-communications devices for communications necessary in connection with the Work.

10.14 Limitations on Access to Project Site. Except as authorized by the Project Manager, no person not then-required in connection with the performance of the Work may enter or remain in or upon the Project Site, including, without limitation, any sales-person, food vendor, or friend or relative of any

person otherwise authorized to be present at or on the Project Site. All persons entering onto or exiting from the Project Site in any personal or work vehicle or equipment shall use only the ingress and egress routes established by the Project Manager and must not cross-over any boundaries or limit-lines established by the Project Manager.

10.15 Parking at the Project Site. The Project Manager may or may not designate an area at, on or in the vicinity of the Project Site to be used for parking of personal vehicles and work vehicles and equipment not then being used in connection with the Work. If the Project Manager has designated an on-site or off-site parking area for such purposes, personal and work vehicles and equipment may be parked only in that designated parking area. Each person, who brings a personal or work vehicle or equipment to the Project Site, shall fully comply with any parking controls and/or program established by the Project Manager, including, without limitation, any requirements for furnishing license-plate information and placing parking-stickers on such vehicles or equipment. If the Project Manager has not designated an on-site or off-site parking area, then no personal or work vehicles or equipment: (i) may be parked at or on the Project Site except as expressly authorized by the Project Manager; 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. Upon request of the Project Manager, the Contractor shall immediately cause to be relocated any improperly parked vehicle that is owned or used by any person present at the Project Site on account of the Work.

10.16 Use of Vehicles and Equipment at the Project Site. The Contractor must obtain consent and directions from the Project Manager prior to using, or permitting any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work to use, any work vehicle or equipment on, at or in the vicinity of the Project Site. Any work vehicles and/or equipment so used shall be removed from the Project Site or, if applicable, shall be 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 any such use of any vehicle or equipment, whether authorized or not.

10.17 Prohibition Against Displays on Vehicles and Equipment. No person may bring or keep any personal or work vehicle or equipment on or in the vicinity of the Project Site that displays any sign, decal, sticker, bumper-sticker, or other image that depicts, illustrates, states, describes, advertises or promotes: (i) any material or message that is obscene, violent, derogatory, demeaning, sexually suggestive, misogynistic, racially- or ethnically-biased, *et cetera*; or (ii) any drug, alcohol, tobacco, or other controlled substance prohibited to minors.

10.18 No District Responsibility for Vehicles 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, Project Manager 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 (although any such individual who steals or causes damage may be personally liable).

10.19 Prohibition Against Animals at Project Site. No person at, on or in the vicinity of the Project Site may bring to the Project Site, or keep at, on or in the vicinity of the Project Site, any pet or other animal, including, without limitation, any horse, dog, cat, bird, snake, lizard, insect, *et cetera*, other than an

assistance animal as permitted by law. The foregoing shall be deemed and construed to prohibit having or keeping animals in any vehicles or equipment, whether in operation or parked.

10.20 Contractor to Require Compliance. With respect to each person present on the Project Site on account of the Work, regardless of whether such person works directly for 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, the Contractor shall: (i) be solely responsible for ensuring compliance with the conduct-related rules and requirements set forth in this Part 10 of these General Provisions and elsewhere in the Contract Documents (collectively, "Conduct Rules"); (ii) strictly enforce all Conduct Rules; and (iii) maintain discipline and order at all times. In each Subcontract, the Contractor shall require that each Subcontractor: (i) fully comply with and enforce, and require that each of their respective employees, agents and other representatives fully comply with, all Conduct Rules; and (ii) provide a copy of this Part 10 (accurately translated to other languages, if necessary) to each of their respective employees, agents and other representatives who will be present at, on or in the vicinity of the Project Site on account of the Work.

10.21 Consequences of Non-Compliance. If the Contractor determines that any person at, on or in the vicinity of the Project Site on account of the Work has violated any Conduct Rule, the Contractor shall immediately remove such person from the Project Site and prohibit such person from returning to the Project Site. If the District, Architect, Project Manager or Inspector of Record determines that any person at, on or in the vicinity of the Project Site on account of the Work has violated any Conduct Rule, then, upon request, the Contractor shall immediately remove such person from the Project Site and prohibit such person from returning to the Project Site. The Contractor shall prohibit, and shall take appropriate steps to prevent, any person removed from the Project Site for any Conduct Rule violation from returning to the Project Site or resuming any work, duties or other responsibilities in connection with the Work. No such person may return to the Project Site, or may resume any work, duties or other responsibilities in connection with the Work, unless the District or the Project Manager consents in writing.

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PART 11
PROJECT SITE SAFETY

11.1 General Safety-Related Responsibilities of the Contractor. Without limiting any other provision of the Contract Documents, the Contractor has, and shall at all times retain, the ultimate responsibility for all of the following: (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 required to adequately protect persons and property at, on or in the vicinity of the Project Site pursuant to any legal requirement or the Contract Documents, or as necessary or advisable based on conditions in which the Work will be performed; (iv) complying with all applicable safety laws, standards, orders, rules, regulations and other requirements of any federal, State, local or other governmental or quasi-governmental entity with competent jurisdiction, 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.

11.2 Required Safety Programs. 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 by the Contract Documents or by any applicable law, rule, regulation or other governmental 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 Project Manager prior to commencing any portion of the Work. The Project Manager, 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 Project Manager, 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.

11.3 Designation and Duties of Safety Officers.

11.3.1 Contractor Safety Officer. Prior to commencing any portion of the Work, the Contractor shall provide, in writing to the Project Manager, the name, position or title, and resume of an individual who the Contractor proposes shall be responsible for ensuring compliance with all Safety Programs and other safety-related requirements applicable to the Work ("Safety Officer"). The person designated as the Safety Officer must be appropriately knowledgeable and experienced in fulfilling such responsibilities, and the District may in its reasonable discretion approve or disapprove of any proposed Safety Officer. Depending on the complexity and scope of the Work, and based on recommendations from the Project Manager, the District may consent to the Job Superintendent serving also as the Safety Officer, but, in such event, the District in its reasonable discretion may withdraw such consent at any time thereafter. No portion or element of the Work that is to occur at, on or in the vicinity of the Project Site may proceed if the Safety Officer is not present at or on the Project Site. The Safety Officer shall: (i) prepare and submit to the Project

Manager all Safety Programs, Accident Reports, and other documentation required of the Contractor pursuant to this Part 11 of these General Provisions; (ii) attend construction-progress meetings, and attend and/or conduct safety-related meetings, as required by the Project Manager or the Safety Programs; (iii) cooperate with the Project Manager in regard to coordinating Safety Programs and other safety-related requirements applicable to the Work and other portions of the Project; (iv) ensure effective implementation and compliance with all on-site safety-related responsibilities of the Contractor pursuant to this Part 11 of these General Provisions; (v) monitor all weather and other conditions affecting the Work; (vi) convey all necessary safety information and requirements to all employees and other representatives of the Contractor and each Subcontractor, as required by the Project Manager or the Safety Programs; and (vii) cooperate with each other person and entity, as required by the District, Project Manager or the Safety Programs, in the event of any accident, injury, damage or loss.

11.3.2 Subcontractor Safety Officer. In each Subcontract, the Contractor shall require that the Subcontractor: (i) designate in writing to the Project Manager a Safety Officer with responsibility for enforcing the Safety Programs on behalf of the Subcontractor; (ii) require that its Safety Officer attend all safety-related meetings as required by the Project Manager or the Safety Programs; (iii) require that its Safety Officer fully cooperate with the Contractor's Safety Officer and with the Project Manager in regard to coordinating and implementing Safety Programs and other safety-related requirements applicable to the Work and other portions of the Project; (iv) require that its Safety Officer convey all necessary safety information and requirements to all employees and other representatives of the Subcontractor, as required by the Project Manager or the Safety Programs; (v) require that its Safety Officer prepare and submit to the Project Manager any Accident Reports required of the Subcontractor pursuant to Section 11.10 of these General Provisions; and (vi) require that its Safety Officer fully cooperate with each other person and entity, as required by the District, Project Manager or the Safety Programs, in the event of any accident, injury, damage or loss.

11.4 Required Safety Measures. To the extent required by an applicable Safety Program, any applicable law, rule, regulation, ordinance or other governmental requirement, or the Project Manager, or as dictated by the conditions and progress of the Work, the Contractor shall: (i) post applicable safety regulations; (ii) erect and maintain physical safety measures as necessary for protection of persons and property at, on or in the vicinity of the Project Site, including, without limitation, signs, lights and other warning devices, audible devices for protection of the blind, cones and other directional aids, canopies, nets, scaffolding, supports, rails, and barriers; (iii) relocate physical safety measures as necessary to maintain safe working conditions and paths of travel at, on or in the vicinity of the Project Site; (iv) employ security forces for protection of persons and property at, on or in the vicinity of the Project Site; (v) give written notice of construction activities and hazards to owners and users of adjacent properties and to utility companies; and (vi) maintain 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 DIR's Division of Occupational Safety and Health ("Cal-OSHA") requirements.

11.5 Contractor Must Not Impose Unsafe Loads. The Contractor must not impose any load (including, without limitation lateral or surcharge loads) on any temporary or permanent structure, equipment or other work or thing that is on, at or in the vicinity of the Project Site, if the load will exceed safe limits or reasonably might result in damage to the structure or equipment, any other property or thing, or the Project Site. In no event shall the Contractor place any stabilization leg(s) of cranes or other equipment, cribbing, bracing, *et cetera*, on any curb, gutter, sidewalk or similar improvement on, at or in the vicinity of the Project Site, without the express written consent of the Project Manager. No such consent

shall be deemed or construed to relieve the Contractor from its responsibility and liability for damage caused by the Contractor's activities.

11.6 Design and Use of Temporary Structures and Equipment. The Contractor shall be solely responsible and liable for the design, construction, integrity and use, in accordance with all applicable laws, ordinances, rules, regulations, and orders of governmental entities with competent jurisdiction, of any and all temporary structures, equipment and other things used in the performance of the Work, including, without limitation, any scaffolding, hoists, cribbing, shoring, and bracing. The Contractor must ensure that all temporary structures, equipment and other things are designed, constructed, used and removed in such manners as will not damage the Work, any Work by Others, the Project Site or other property or things in the vicinity of the temporary item, including, without limitation, accommodating natural earth movement, high winds, and shaking and vibrations caused by construction activities. The Contractor shall be solely responsible and liable for any and all costs and/or liabilities arising from the design, construction and use of temporary structures, equipment and/or other things in connection with the performance of the Work.

11.7 Trench Safety Plans. If the Contract Price 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 Project Manager 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 11.7 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 11.7 nor any review and/or acceptance by the District of any Trench Safety Plan shall be deemed or construed to 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.

11.8 Other Safety Requirements. The Contractor and each Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall comply with all other reasonable safety-related directives that the District or the Project Manager may, from time to time, deem necessary or convenient for ensuring safety of any persons or property at, on or in the vicinity of the Project Site, including, without limitation, efforts by the Project Manager to coordinate responsibilities for safety precautions and programs between the Contractor and one or more other parties providing work or services in connection with the Project.

11.9 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 the Contractor, in its 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. If the Contractor reasonably believes that it is entitled to an adjustment in the Contract Price or extension of the Contract Time on account of the Contractor's response to an Emergency, within five days after the Contractor takes action in response to the Emergency, the Contractor may submit a request for Change Order to the Project Manager. However, in no event shall the Contractor be entitled to an increase in the Contract Price or an extension of the Contract Time on account of an Emergency arising from the acts, omissions, negligence or willful misconduct, or from causes within the reasonable control 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.

11.10 Required Reporting of Accidents, Injuries and Damage.

11.10.1 Contractor Accident Reports. The Contractor must file a written report with the Project Manager as provided in this Section 11.10 (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 11.9 of these General Provisions. Each Accident Report shall include all information relevant to the injury or damage, including, but not limited to: (i) identification of the person(s) injured or the property damaged; (ii) the extent or scope of the injury or damage; (iii) all known facts regarding when, where and how the incident occurred; (iv) identification of, and statements by, all persons who witnessed or were involved in the incident; (v) the weather and other conditions existing at the time and location of the incident; and (vi) other information deemed relevant in connection with the incident. The Contractor shall provide an Accident Report to the Project Manager within twenty-four hours of the incident detailed in the Accident Report. In addition, if the incident resulted in the serious injury of any person (something more than a minor cut, scratch or bruise) or substantial damage to any property (estimated to be in excess of $500), the Contractor shall contact the Project Manager immediately by telephone to report the incident.

11.10.2 Subcontractor Accident Reports. In each Subcontract, the Contractor shall require that the Subcontractor: (i) file with the Project Manager a written Accident Report containing all the information described in Subsection 11.10.1 in each case that an accident, injury or damage occurs in connection with any Work being performed by the Subcontractor or involves any person at, on or in the vicinity of the Project Site on account of the Work being or to be performed by the Subcontractor; (ii) file each Accident Report with the Project Manager within twenty-four hours of the incident detailed in the Accident Report; (iii) contact the Project Manager immediately by telephone to report the incident if it resulted in the serious injury of any person (something more than a minor cut, scratch or bruise) or substantial damage to any property (estimated to be in excess of $500).

11.11 Notice and Correction of Non-Compliance. If, at any time, the Contractor is not in compliance with the requirements of this Part 11, or if the Contractor or any Subcontractor has created an actual or potential hazard to the health or safety of any person or property at, on or in the vicinity of the Project Site, then the District, the Project Manager, or other public agency with competent jurisdiction (including, without limitation, Cal-OSHA) may provide written notice thereof to the Contractor. Upon receipt of such notice, the Contractor shall immediately undertake action to correct or cure the non-compliance or actual or potential hazard specified in the notice. If the Contractor fails to correct or cure, or fails to implement reasonable efforts to correct or cure, any non-compliance or actual or potential hazard within

twenty-four hours after receipt of notice or within such other time as specified in the notice, the District may, but shall not be obligated to, correct or cure the non-compliance or actual or potential 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.

11.12 Contractor Liability. In no event shall the failure by any party to provide notice to the Contractor of any non-compliance or actual or potential hazard in accordance with Section 11.11 of these General Provisions be deemed or construed to relieve the Contractor from any responsibility or liability whatsoever attributable to such non-compliance or actual or potential 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.

11.13 Compliance a Condition Precedent to Payment. As a condition precedent to payment of invoices submitted by the Contractor, each such invoice must be accompanied by written certification by the Contractor under penalty of perjury that: (i) all required Safety Program(s) and other requirements of this Part 11 have been implemented and remain in effect; and (ii) that the Contractor has continuously administered and enforced such requirements during the period covered by the invoice.

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PART 12
COMPLIANCE WITH LABOR LAWS

12.1 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 CCR, 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 "pubic 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.

12.2 Copies of Prevailing Wage Rates. The Project Manager has obtained 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 bids or proposals for the Work. Prior to commencing any portion of the Work, the Contractor must obtain a copy of such prevailing rates of per-diem wages from the Project Manager. The Contractor 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.

12.3 Penalties for Violations of Prevailing Wage Laws. In accordance with Labor Code Section 1775, 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 DIR 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 stipulated prevailing wage rate 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.

12.4 Compliance with Labor Requirements. The Contractor acknowledges that, in applicable circumstances, the DIR and/or the CMU may provide certain services in connection with the Project, in accordance with the California Labor Code, Section 16450 *et seq*. of Title 8 of the California Code of Regulations and/or other applicable law. In any event, the Contractor and all Subcontractors, at no additional cost to the District, must comply with any and all applicable labor-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, interviewing 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 labor-law compliance matters. The Contractor must make all Subcontractors aware of the foregoing requirements and must require that the Subcontractors comply with all labor-related requirements at no extra cost to the District. The District will coordinate and conduct any 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.

12.5 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.

12.6 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 Division of Apprenticeship Standards of the DIR ("DAS"). **IF THE CONTRACT FALLS WITHIN THE JURISDICTION OF SECTION 1777.5, THE CONTRACTOR MUST NOTIFY THE DISTRICT NOT MORE THAN TWENTY-FOUR HOURS AFTER RECEIVING THE NOTICE OF AWARD.**

12.7 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.

12.8 Requirements for 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 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 payroll 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.

12.9 Contractor Must Know and Comply with All Labor Laws. The Contractor shall be responsible and liable for ascertaining, knowing, understanding and complying with all laws, rules, regulations, ordinances, and other governmental requirements applicable to the matters addressed in this Part 12, including, without limitation all such requirements specifically cited in this Part 12. If any provision of this Part 12 conflicts with, or is not a complete statement of, any provision of the applicable requirements,

such provision of the applicable requirements shall be deemed, respectively, to govern over or to expand on the provisions of this Part 12, and the Contractor and each Subcontractor shall be required to comply in all respects with such provision of the applicable requirements. To the extent required pursuant to Part 23 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager and the Inspector of Record, with respect to any failure or alleged failure to comply with this Part 12 or any laws, rules, regulations, ordinances, and other governmental requirements applicable to the matters addressed in this Part 12, by the Contractor, any Subcontractor, or any other person or entity that must comply in connection with the Work.

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PART 13
TIME FOR COMPLETION AND DELAYS

13.1 Time is of the Essence. Time is of the essence with respect to each time period for performance of an obligation set forth in, or to be determined in accordance with, or to be performed pursuant to, the Contract Documents. The Contractor must undertake, perform and complete all portions of the Work in strict accordance with milestones and time period(s) specified in the Master Construction Schedule as it may be modified from time to time pursuant to the Contract Documents.

13.2 Pre-Construction Activities. After receipt of the Notice of Award, the Contractor shall undertake all activities necessary for Contractor to commence performance of the Work on the date specified in Section 4 of the Special Provisions as the anticipated date for issuance of the Notice to Proceed ("Pre-Construction Activities"). The Pre-Construction Activities shall include, without limitation: (i) reviewing the Contract Documents pursuant to Section 4.10 of these General Provisions; (ii) consulting and cooperating with the District and the Project Manager in regard to developing coordinated construction schedules for the Project, including for both the Work and any Work by Others; (iii) coordinating use of the Contractor's workforce, equipment and administrative resources; (iv) coordinating use of each Subcontractor's workforce, equipment and administrative resources; and (v) arranging procurement and delivery of any long-lead-time items. Notwithstanding the foregoing, during the Pre-Construction Activities period, the Contractor shall consult with the Project Manager and obtain the District's and Project Manager's concurrence prior to actually ordering any long-lead-time items.

13.3 Proposed Master Construction Schedule.

13.3.1 Submittal Requirements. Within ten days of the date of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor must submit to the Project Manager a proposed critical-path-method schedule that includes all the elements required by this Section and 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 be prepared using software approved in advance by the Project Manager. The Contractor must provide the Master Construction Schedule to the Project Manager in both electronic-file format and printed hard-copy.

13.3.2 Schedule Coverage. The Master Construction Schedule must provide for a logical and orderly progression of the Work to completion within the Contract Time and must specify time for accomplishing all activities and events needed for completion of the Project, including, without limitation: (i) review and approval of submittals; (ii) procurement and delivery of equipment and materials having long-lead-times; (iii) obtaining all required Deferred Approvals; (iv) mobilizing on the Project Site; (v) delays resulting from anticipated Rain Days; (vi) performance of the Work and other activities of the Contractor (including its Subcontractors); (vii) performance of any Work by Others; (viii) building and systems start-up, testing and balancing; (ix) equipping and furnishing included within the scope of the Work; and (x) requirements, if any, for priority occupancy of portions of the Project.

13.3.3 Minimum Required Elements. The Contractor must specify at least the following elements in the Master Construction Schedule: (i) a single critical path of activities for the Work and any Work by Others; (ii) all milestones for "critical" and "constraining" or "controlling" activities as determined by the Contractor, Architect and/or Project Manager; (iii) a duration of not more than twenty days for any one activity; (iv) earliest and latest dates for commencement of each activity; (v) earliest and latest dates for completion of each activity; (vi) "float" time, if any, for each activity and for the Project overall; (vii) order

deadlines for long-lead-time items; (viii) delivery dates for critical or special equipment and/or materials; (ix) dates for providing all submittals to the Architect; (x) dates by which each of the Deferred Approvals must be obtained; and (xi) portions of the Work to be performed by any Subcontractor that must be completed prior to commencement of any portions of the Work by any other Subcontractor.

13.4 Normal Weather Deemed Foreseeable. Because normal seasonal weather conditions are foreseeable, 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 ("NOAA") 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. However, even if fewer Rain Days would be included in the Master Construction Schedule based on NOAA weather data, the Contractor shall include in the Master Construction Schedule not less than three Rain Days for each month of October and November and at least four Rain Days for each month of December, January, February and March. Notwithstanding the foregoing, Rain Days shall be included in the Master Construction Schedule only to the extent the performance of the Work can be adversely affected by inclement weather (e.g., sheltered work that can continue regardless of weather shall not require an allocation of Rain Days), and any question regarding allocation of Rain Days shall be directed to and resolved by the Project Manager prior to the Contractor submitting the proposed Master Construction Schedule.

13.5 Time for Deferred Approvals Deemed Included in Schedule. The Contractor must accommodate in the proposed Master Construction Schedule all time required to obtain any and all Deferred Approvals that are the responsibility of the Contractor pursuant to the Contract Documents. The Contractor must allow sufficient time to obtain all required Deferred Approvals as necessary to avoid any adverse affect on the critical-path schedule for the Project, and the Contractor shall be deemed to have considered all possible delays and damages that might arise in connection with efforts to obtain such Deferred Approvals. The proposed Master Construction Schedule must specify the date by which the Contractor must obtain each required Deferred Approval.

13.6 Approval and Modification of Master Construction Schedule.

13.6.1 Approval by Project Manager. Upon receipt from the Contractor of the initially-proposed Master Construction Schedule, the Project Manager will review the Master Construction Schedule and may, as necessary, return the Master Construction Schedule to the Contractor for correction or other revision. If the Project Manager requires revisions, the Contractor shall correct or otherwise revise the Master Construction Schedule and return it to the Project Manager within 72 hours. Upon approval of the Master Construction Schedule, the Contractor must sign and submit to the Project Manager a copy of the "Acknowledgment of Master Construction Schedule and Phasing" form included in the Required Project Forms, and, thereafter, the Master Construction Schedule may be changed only as provided in these General Provisions. The approval of the initially-proposed Master Construction Schedule in accordance with the foregoing and submittal of the executed Acknowledgment of Master Construction Schedule and Phasing form shall be conditions precedent to the Contractor receiving any payment for the Work pursuant to the Contract Documents.

13.6.2 Modifications to Master Construction Schedule. 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, coordination of the various trades and/or

contractors performing work on 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. The Master Construction Schedule, as it may be so modified, shall govern with respect to the time(s) within which all and each of the various portions of the Work must be completed.

13.6.3 Updates and Revisions to Master Construction Schedule. Not less than once per month and consistent with requirements of Section 21.8 of these General Provisions, 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 and/or revision of the Master Construction Schedule must, at a minimum, note any changes to the elements specified in Subsection 13.3.3 of these General Provisions, together with actual commencement and completion dates for the activities included in the Master Construction Schedule. The Contractor must submit copies of each such updated and/or revised Master Construction Schedule to the District, Architect and Project Manager, with copies to the latter being in both electronic-file format and printed hard-copy as provided in Subsection 13.3.1 of these General Provisions. Each updated and/or revised Master Construction Schedule shall be subject to the same procedures for review and approval as are set forth in Subsection 13.6.1 of these General Provisions and applicable to the initially-proposed Master Construction Schedule, including, without limitation, requirements for the Contractor to correct or otherwise revise the Master Construction Schedule.

13.7 Issuance of Notice to Proceed. Within sixty days of the date of the Notice of Award, the District will issue a Notice to Proceed. However, the District and the Contractor may agree that the District shall defer issuing the Notice to Proceed for one or more specific periods of time after expiration of the sixty-day period following award of the Contract. In such event, if the District and the Contractor agree that any additional compensation is to be paid to the Contractor as a result of the delayed issuance of the Notice to Proceed, such additional compensation shall be set forth in a Change Order.

13.8 Commencement and Diligent Performance of Work. The Contractor must commence performance of the Work on the Commencement Date and, thereafter, must diligently perform all acts and cause to be done all other things necessary to complete the Project within the time period(s) specified in the Master Construction Schedule, including, without limitation: (i) performing all required Work; (ii) obtaining all required services; (iii) providing an adequate workforce at all times; and (iv) providing sufficient quantities of equipment, materials and supplies when needed. If the performance of the Work falls behind schedule, the Contractor must provide to the Project Manager a proposed revision to the Master Construction Schedule that clearly specifies how the Contractor will bring the Work back into conformance with the time for completion required pursuant to the Contract Documents ("Recovery Schedule"). Each Recovery Schedule shall be subject to the same procedures for review and approval as are set forth in Subsection 13.6.1 of these General Provisions and applicable to the initially-proposed Master Construction Schedule, including, without limitation, requirements for the Contractor to correct or otherwise revise the Recovery Schedule. Upon approval of the Recovery Schedule, it shall become the Master Construction Schedule and the Contractor must, at no additional cost to the District, accelerate the Work and/or do all other things as necessary to complete the Project within the time specified in such Master Construction Schedule.

13.9 Times During Workday When Work May be Performed.

13.9.1 Work During Regular Working Hours. Except as otherwise provided in this Section 13.9 or specifically required by the District or the Project Manager, and subject to all provisions of Part 12 of

these General Provisions, the Contractor must perform the Work that is to occur on, at or in the vicinity of the Project Site only during Regular Working Hours. If the Contractor performs any Work on any days or at any times other than Regular Working Hours, regardless of whether pursuant to Subsection 13.9.2 of these General Provisions or Subsection 13.9.3 of these General Provisions, the Contractor shall be responsible and liable for compliance with all requirements of Part 12 of these General Provisions.

13.9.2 Permissive Work Outside of Regular Working Hours. 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 Project Manager, the Inspector of Record and/or any specialty inspector, and, if necessary, any city, County and other governmental agencies having competent jurisdiction. The Contractor may request such consent for the Contractor's convenience, including, without limitation, because the Contractor desires to accelerate the Work in order to comply with requirements of the Master Construction Schedule. The Contractor shall be responsible for paying any and all additional or increased management, supervision, inspection and other costs incurred by the District attributable to: (i) the Contractor performing any of the Work on, at or in the vicinity of the Project Site on any days or at any times other than Regular Working Hours, or for more than eight working hours per day, based on consent obtained pursuant to this Subsection 13.9.2; (ii) the Contractor performing any Work at a location that is not on, at or in the vicinity of the Project Site on any days or at any times other than Regular Working Hours; or (iii) the District requiring that the Contractor perform any of the Work on any days or at any times other than Regular Working Hours for any reason that is the fault of, caused by, or otherwise the responsibility of, the Contractor. Any such amounts payable by the Contractor shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

13.9.3 Mandatory Work Outside Regular Working Hours. The Contractor must perform portion(s) of the Work on any days or at any times other than Regular Working Hours if: (i) such requirement is set forth in the Contract Documents; or (ii) the Contractor is so required by the District for any reason that is not the fault of, caused by, or otherwise the responsibility of, the Contractor. If the District requires performance of the Work outside Regular Working Hours pursuant to the foregoing clause (ii), the District shall be responsible for paying any and all additional or increased management, supervision, inspection and other costs incurred by the District in connection with such portion(s) of the Work.

13.10 Mandatory Notice of Anticipated Delay. At any time the Contractor anticipates that a delay in the performance of the Work will occur, regardless of the cause of the delay, the Contractor must immediately provide written notice of the anticipated delay to the Project Manager ("Notice of Anticipated Delay"). A Notice of Anticipated Delay must set forth the cause(s) of the anticipated delay and be accompanied by documentation reasonably evidencing and supporting the Contractor's position with respect to the cause(s) of the anticipated delay. Upon receipt of a Notice of Anticipated Delay, the District, the Project Manager and/or the Architect may take any such reasonable actions as necessary to prevent or minimize the anticipated delay. A Notice of Anticipated Delay shall in no event be deemed or construed to satisfy the requirement for, or be provided in lieu of, any Notice of Actual Delay to be provided pursuant to Section 13.11 of these General Provisions.

13.11 Mandatory Notice of Actual Delay. Within five days of the beginning 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 Project Manager ("Notice of Actual Delay"). If the Contractor provides a Notice of Actual Delay later than five days after the beginning of a

delay: (i) the Contractor shall be deemed and construed to have waived and released any right to an extension of time or to additional compensation attributable to any time more than five days prior to the date the Project Manager receives the Notice of Actual 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 Actual Delay. A Notice of Actual 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 GIVING OF A NOTICE OF ACTUAL 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.**

13.12 Review of Facts and Circumstances Resulting in Delay. Upon receipt of a Notice of Actual Delay and all related documentation, the District, the Architect and/or the Project Manager will investigate the facts and circumstances relating to the delay. The Project Manager 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.

13.13 Requests for Additional Time and/or Compensation for Delays. The Contractor must submit each request for an extension of time and/or additional compensation on account of a delay in accordance with the provisions of the Contract Documents relating to Change Orders. The Contractor must submit such Change Order Request within fourteen days of providing the associated Notice of Actual Delay, regardless of whether the delay is then ongoing, and any failure to timely submit the Change Order Request shall be deemed and construed as a waiver and release by the Contractor of any rights to an extension of time and/or additional compensation on account of the delay. Each such Change Order Request must: (i) clearly specify that the Contractor is seeking an extension of time and/or additional compensation on account of a delay and in accordance with this Part 13; (ii) reference the Notice of Actual Delay (including date) previously provided in connection with the delay; and (iii) be accompanied by any additional evidentiary or supporting information not provided with the Notice of Actual Delay. If the Contractor fails to provide any such additional information with the Change Order Request, the Contractor shall be deemed and construed to have waived its rights to thereafter provide any such information, except for any information substantiating and justifying the amount of time for an extension and/or the amount of any additional compensation attributable to a delay that was ongoing at the time the Contractor submitted the Change Order Request. **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 24 OF THESE GENERAL PROVISIONS.**

13.14 Change Orders Deemed Not to Cause or Create Delays. As provided in Section 17.19 of these General Provisions, in no event shall any approved Change Order, either by itself or cumulatively with other Change Orders, be deemed or construed to create or be the cause of any delay or, unless specifically stated in such Change Order, to constitute the basis for any extension of time to perform the Work.

13.15 Delays Resulting from Abnormal Weather. The Contractor shall bear the risk attributable to all normal seasonal weather conditions, including, without limitation, precipitation, temperatures, winds, amount of daylight, *et cetera*. The Contractor shall not be entitled to an extension of time to complete the Work on account of Rain Days within the number specified in the Master Construction Schedule, and any

such Rain Days not actually used to compensate for inability to perform the Work due to inclement weather shall be considered float for the Project. The Contractor shall be entitled to an extension of time to complete the Work only if the performance of the Work is delayed as a result of inclement weather in an amount, frequency, or duration in excess of the number of Rain Days determined pursuant to Section 13.4 of these General Provisions and included in the Master Construction Schedule pursuant to Section 13.3 of these General Provisions ("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.

13.16 Extensions of Time for Performance of the Work. 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. In determining if extensions of time for performance of the Work are necessary on account of a delay, the District shall consider whether portions of the Work were able to continue despite other portion(s) of the Work being delayed, and any extension of time for performance of the Work shall apply only to the portion(s) of the Work affected by the delay, not to other portions of the Work.

13.17 No Compensation for Certain 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. Non-Compensable Delays may include, among others, delays arising from: (i) any act of nature, including, without limitation, fire, flood, storm, earthquake or other event or condition not directly caused by any person; (ii) any health Emergency, including, without limitation, any epidemic and/or quarantine; (iii) any act or omission of any governmental, quasi-governmental, or publicly-regulated entity, including, without limitation, any utility company; (iv) any war or any other act of a public enemy; (v) any riot, insurrection or other civil disturbance or disobedience; (vi) any strike, embargo, interruption in transportation services, or other labor-related action; (vii) any act or omission of the Contractor or any of its Subcontractors, employees or agents; or (viii) any act or omission by any person over whom the District has no control or for whom the District has no legal responsibility. 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.

13.18 Compensation for Delays Caused by District. 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 as described in the Master Construction Schedule then in effect, 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. 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. Subject to the Contractor's compliance with applicable requirements of this Part 13, and based on sufficient proof provided by the Contractor or otherwise obtained by or provided to the District, the District shall pay additional compensation to the Contractor for each Compensable Delay. Additional compensation payable to the Contractor on account of a delay for which the District is responsible may accommodate, without limitation, costs attributable to any disruption of, interference with, or need to accelerate, the Work. Any such additional compensation shall be set forth in and authorized by an applicable Change Order.

13.19 Compensation for Delays Caused by Contractor. The District shall be entitled to compensation from the Contractor on account of delays in the performance of the Work or performance of any Work by Others, if such delays: (i) have been caused by or are attributable to any fault or negligence of the Contractor or any employee, agent, Subcontractor or other person or entity acting on behalf of the Contractor; or (ii) arise from any failure by the Contractor to timely perform the Work in accordance with requirements of the Contract Documents. For purposes of this Section, the Contractor shall be deemed and construed to have allowed and scheduled adequate time for all activities required in connection with performance of the Work in accordance with the Contract Documents. The foregoing shall be construed to mean, e.g., that the Master Construction Schedule has taken into account and accommodated all potential delays, by governmental agencies or others having authority over Deferred Approvals or other requirements specified in the Contract Documents, in granting any approval that the Contractor is responsible for obtaining. Therefore, except as provided in this Section, the Contractor shall be deemed and construed to be at fault for, among other matters, any failure by the Contractor to timely: (i) complete the Pre-Construction Activities; (ii) obtain and provide to the District all Surety Bonds required pursuant to the Contract Documents; (iii) obtain or otherwise have in effect all Insurance Policies required pursuant to the Contract Documents; (iv) obtain Deferred Approvals for which the Contractor is responsible pursuant to the Contract Documents; (v) schedule inspections of the Work as necessary; and/or (vi) undertake and complete the Work in strict accordance with milestones and time period(s) specified in the Master Construction Schedule as it may be modified pursuant to this Part 13. The Contractor shall not be deemed to be at fault for delays resulting from any tidal waves or earthquakes in excess of 3.5 magnitude; provided that any damaged portion of the Work 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. Any such compensation to the District shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

13.20 No Compensation for Delays Having Concurrent Causes. Notwithstanding anything to the contrary, to the extent the District and the Contractor concurrently cause or are otherwise responsible for a delay in the performance of the Work (i.e., both are equally and contemporaneously responsible), then neither the District nor the Contractor shall be entitled to recover additional compensation or other costs attributable to the delay.

13.21 Liquidated Damages for Delay in Completing Project. The District and the Contractor hereby expressly 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 or portion thereof for which the Contractor is responsible. Such damages could include, among others, those arising from the District being unable to timely have exclusive possession of, or to timely commence operations of, the Project or any phase or portion thereof. Therefore, to the extent the Contractor is responsible pursuant to this Part 13 for compensating the District on account of a delay in completing the Project or a phase or portion thereof, the Contractor shall pay to the District the amount of liquidated damages set forth in the Special Provisions 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 shall provide invoices to the Contractor for any and all liquidated damages payable by the Contractor. If the Contractor does not pay the amounts of such invoices to the District when due, the District may deduct the unpaid amounts from any monies due or to become due to the Contractor in accordance with the Contract Documents and/or may pursue such other remedies as are permitted by law or the Contract. Because this Section applies only to damages incurred by the District due to delay in completion of the Project or phase or portion thereof for which the Contractor is responsible, 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, including, without limitation, as provided in Section 2.15, Section 8.3, Section 13.22, Section 15.5, Section 15.10 and Subsection 17.1.4 of these General Provisions.

13.22 Damages Incurred by District Pursuant to 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 that is the fault of, caused by, or otherwise the responsibility of, the Contractor, then, in addition to paying any required liquidated damages to the District, the Contractor shall be responsible for paying all such other damages and costs incurred by the District. The District shall provide invoices to the Contractor for any and all such damages and costs incurred by the District. If the Contractor does not pay the amounts of such invoices to the District when due, the District may deduct the unpaid amounts from any monies due or to become due to the Contractor in accordance with the Contract Documents or may pursue such other remedies as are permitted by law or the Contract.

13.23 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 13.10 THROUGH 13.13, INCLUSIVE OF THESE GENERAL PROVISIONS, THE CONTRACTOR MAY FILE A CLAIM IN ACCORDANCE WITH PART 24 OF THESE GENERAL PROVISIONS.**

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PART 14
MATERIALS AND EQUIPMENT

14.1 Types and Quality of Materials and Equipment. Except as permitted in accordance with the Contract Documents, including, without limitation, any authorized substitutions, any and all materials or equipment to be incorporated as a permanent part of the Work must be of the type and quality specified in the Contract Documents. If the Contract Documents do not specify a particular quality of any materials or equipment, the Contractor must furnish and incorporate materials and equipment of the highest quality commercially available. Except to the extent set forth in the Contract Documents, any and all materials and/or equipment to be incorporated as permanent part(s) of the Work must be newly manufactured or produced, i.e., no previously used, recycled, and/or refurbished materials and/or equipment may be incorporated into the Work.

14.2 Contractor to Furnish Sufficient Materials and Equipment. In order to ensure that the Work is efficiently and timely undertaken and completed in accordance with all milestones set forth in the Master Construction Schedule, the Contractor must at all times furnish sufficient quantities of all materials and equipment required to perform the Work, including, without limitation, all materials and equipment, the need for which may reasonably be inferred from the Contract Documents. Within such times as will ensure that the Work can be completed in accordance with the milestones set forth in the Master Construction Schedule, the Contractor must order and/or purchase, and deliver or cause to be delivered to the Project Site, all materials and equipment required to perform the Work. Upon request, the Contractor must furnish to the Project Manager such documentary evidence (e.g., invoices, receipts, purchase orders, *et cetera*) as reasonably evidences that the Contractor has timely ordered required materials and/or equipment. The Contractor must monitor and track all orders for such materials and equipment, and must promptly take corrective action in the event the delivery of any such materials or equipment is delayed. The Contractor must provide written notice to the Project Manager and the Inspector of Record of each delivery to the Project Site of any materials and/or equipment to be incorporated into the Work, and must permit the Project Manager and/or the Inspector of Record to inspect any or all such materials and/or equipment. The Contractor must promptly remove from the Project Site any and all materials and/or equipment that the Project Manager and/or the Inspector of Record determine do not conform to applicable requirements of the Contract Documents.

14.3 Storage and Protection of Materials and Equipment. The Contractor shall be responsible for safely and securely storing and protecting all materials and equipment prior to incorporation into the Work. The Contractor must arrange and coordinate the storage type(s) and location(s) on, at or in the vicinity of the Project Site with the Project Manager. The Contractor must maintain, at the Project Site, an accurate written inventory of all such materials and equipment, and upon request must make the inventory available for review by the Project Manager. The Contractor shall not remove from the Project Site, or use for purposes other than the Work, any materials or equipment ordered, purchased or otherwise intended for incorporation into the Work without the express written approval of the Project Manager, including, without limitation, any materials or equipment that the Contractor believes are surplus or otherwise in excess of what is needed for the Work.

14.4 Authority to Request 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 pursuant to Section 14.5 of these General Provisions, 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 that, in accordance with Public Contract Code Section 3400, was specified in order to: (i) field test or conduct an experiment to determine the suitability of the Specified Item for future use; (ii) match other products in use on a particular public improvement either completed or in the course of completion; (iii) obtain a necessary item that is only available from one source; or (iv) respond to an Emergency. 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 Sections 14.4 through 14.10, inclusive, of these General Provisions.

14.5 Procedures and Conditions for Requesting Substitution of Specified Items. Any requests for substitution of a Specified Item made by the Contractor prior to submitting its bid for the Work must have been submitted in accordance with the procedures described in the Instructions For Bidders. The Contractor may request substitution of a Specified Item after it has submitted its bid for the Work only if the Specified Item becomes commercially unavailable after the Contractor submitted such bid. The Contractor in such event must provide documentation to the Project Manager 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 Project Manager may independently verify whether the Specified Item is no longer commercially available. Absent a Specified Item becoming commercially unavailable, the District, in its sole discretion, may, but is not required to, consent to the Contractor submitting a post-bid request for substitution of the Specified Item only upon a showing of good cause by the Contractor, as determined by the District. The Contractor must submit to the Project Manager an executed original copy and one photocopy of each request for substitution of a Specified Item, using copies of the "Substitution Request" form included in the Required Project Forms. Only the Contractor, and not any Subcontractor or other person or entity, may request substitution of a Specified Item.

14.6 Contractor Must Substantiate Requests for Substitution.

14.6.1 Contractor Has Sole Responsibility. The Contractor shall be solely responsible for providing to the Project Manager such exemplary and/or documentary information as will reasonably substantiate that a 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 Sections 14.4 through 14.10, inclusive, of these General Provisions. The Contractor must submit two copies of each such item of substantiating information. Only the Contractor, and not any Subcontractor or other person or entity, may submit information intended to substantiate a request for substitution of a Specified Item.

14.6.2 Timing for Providing Substantiating Information. With respect to pre-bid requests for substitution, the Contractor must provide, or must have provided, all information substantiating a request for substitution of a Specified Item to the Project Manager within the time(s) provided in the Instructions For Bidders. With respect to any post-bid request for substitution, the Contractor must provide such information to the Project Manager concurrently with the corresponding Substitution Request form.

14.6.3 Nature of Substantiating Information. The information provided by the Contractor to substantiate a proposed request for substitution of a Specified Item must include, without limitation, all available information relevant to whether the proposed substitute item will or will not: (i) comply with all

requirements of the Specifications; (ii) be equal to or better than the Specified Item in all material respects, including, without limitation, with respect to durability and expected useful life of the substitute item; (iii) be consistent with the design and intended aesthetics of the Work and the Project; (iv) fit with, or require any change in the construction of, the Work and/or the Project; (v) result in the District incurring more or less operations, maintenance and/or other costs; (vi) have replacement parts and service available at least to the same extent as the Specified Item; (vii) require any increase in the Contract Price; and (viii) require any increase in the Contract Time or modification of the Master Construction Schedule. The foregoing shall be deemed and construed to require that 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 (including, without limitation, specifically pointing out any characteristic of the proposed substitute item that does not satisfy any requirement of the Specifications), 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.

14.6.4 Adequacy of Substantiating Information. The District may reject any request for substitution of a Specified Item if the Contractor fails to provide information that is reasonably sufficient and adequate to permit the District to substantiate the suitability of the proposed substitute item. The District may, but shall not be required to, request that the Contractor provide additional information regarding any request by the Contractor for substitution of a Specified Item.

14.6.5 Contractor Certification. The Contractor shall not request approval of a proposed substitute item unless the Contractor has a reasonable and good-faith belief that the proposed substitution can be approved in accordance with the requirements of Sections 14.4 through 14.10, inclusive, of these General Provisions. The Contractor must execute the certification set forth on the Substitution Request form, 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 Project Manager; 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 Sections 14.4 through 14.10, inclusive, of these General Provisions.

14.7 District Discretion to Approve Requests for Substitution. The District, in its sole discretion and after consultation with the Architect and/or the Project Manager, 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 Sections 14.4 through 14.10, inclusive, of these General Provisions. 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. 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.

14.8 Conditional Approval of Requests for Substitution. The District reasonably may impose conditions on any approval of any request for substitution, including, without limitation, requirements for the Contractor: (i) to compensate the District (or for a reduction in the Contract Price) on account of any projected increase in operations, maintenance or other costs to be incurred by the District or on account of any lesser utility of the substitute item in comparison to the Specified Item; or (ii) to provide to the District an extended warranty on the substitute item or some other assurance of the compatibility, fitness, quality, durability, or performance of the substitute item. The foregoing shall not be deemed or construed to require that the District approve any proposed substitute item that is not equal or better in all material respects to the Specified Item.

14.9 Contractor Responsible for Impacts and Costs of Substitution. In connection with each request for substitution of a Specified Item, the Contractor shall bear all risks of, and be solely responsible and liable for: (i) any failure by the Contractor to request the substitution sufficiently in advance to avoid or prevent any delay in the Work or any Work by Others; (ii) any reasonable delay arising from the need to obtain approval of a proposed substitute item from the District, Architect and/or Project Manager; (iii) any costs incurred by the District, including, without limitation, administrative costs and costs of professional services of the Architect and/or Project Manager, attributable to any incomplete or unreasonable submission associated with the request; and (iv) any delays or additional costs arising from the need to procure the substitute item. In addition, except with respect to requests for substitution of a Specified Item that is legitimately and reasonably no longer commercially available, in connection with each request for substitution of a Specified Item, the Contractor shall bear all risks of, and 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; (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; and (iv) any costs or additional work or services necessary to fit the substitute item with adjoining portions of the Work attributable to use of the substitute item.

14.10 Disapproval of Requests for Substitution. If the District disapproves a pre-bid request for substitution of a Specified Item, the Contractor must provide the Specified Item (unless the Specified Item is no longer commercially available), without any extension of the Contract Time or increase in the Contract Price. If the District disapproves either a pre-bid or post-bid 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 Sections 14.4 through 14.10, inclusive, of these General Provisions.

14.11 Purchase and Ownership of Materials and Equipment. The Contractor shall be solely responsible and liable for ensuring that the sellers and suppliers of any and all materials and/or equipment to be incorporated into the Work, and all applicable federal, State, and local taxes and other charges levied or assessed on or in connection with such materials and/or equipment, are paid when due. The District typically is exempt from federal excise taxes and, upon request, the District will provide, but will not warrant the effect of, written certification of such exemption. The Contractor shall not purchase or furnish in connection with the Work any materials or equipment subject to any chattel mortgage, conditional sale, or other interest of the seller or supplier in such materials or equipment. The Contractor shall retain ownership of, and responsibility for, all materials and equipment that the Contractor will incorporate into or otherwise use in connection with the Work unless and until such materials and equipment are incorporated into the

Work and the Project has been fully completed and accepted in accordance with Section 18.9 of these General Provisions.

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PART 15
HAZARDOUS EQUIPMENT, MATERIALS AND SUBSTANCES

15.1 Use of Hazardous Materials in Connection with the Work. If the Contractor reasonably must use explosives 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 Project Manager at least seven days prior to bringing such hazardous items onto the Project Site, unless the Project Manager waives such seven-day requirement. Such notice must identify the hazardous items and specify the date(s) the items will be used, the location on the Project Site where the items will be used, whether the items will be stored on the Project Site and, if storage is required, the proposed location and means of adequate and secure storage. The Project Manager may impose conditions on any such approval for use of hazardous equipment, materials or substances to ensure safety and protect the Work, Project and Project Site, and any such use must comply in all respects with applicable laws, rules, regulations, ordinances and orders of governmental entities with competent jurisdiction. If storage of any hazardous items at the Project Site is required, the Contractor must coordinate the location and means of storage with the Project Manager and local public officials with competent jurisdiction. 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.

15.2 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 laws and regulations, 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 shall implement, maintain and enforce its HCP at all times prior to full completion of the Work. As required by law, and in addition to fulfilling any other applicable requirements in connection with performance of the Work, the Contractor must: (i) develop and provide to the Project Manager an adequate 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.

15.3 Contractor Prohibited from Using Asbestos. Notwithstanding Section 15.1 of these General Provisions, 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 foregoing: (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 Project Manager an

executed copy of the "Certification of Asbestos-Free Materials" form included in the Required Contract Forms.

15.4 Contractor Deemed Fully Aware of the Dangers of Asbestos. 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. Therefore, the Contractor shall be solely responsible and liable for: (i) safely and appropriately performing, in accordance with applicable requirements, any Work that involves or relates to asbestos or asbestos-containing materials, including, without limitation, any repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements; and (ii) avoiding and/or preventing use in connection with the Work, or incorporation into the Work, of any asbestos or asbestos-containing materials in violation of the prohibition set forth in Section 15.3 of these General Provisions. To the extent provided in Part 23 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager, and the Inspector of Record, with respect to any and all costs and other liabilities, including, without limitation, attorneys' fees, arising from the failure of the Contractor to comply with the foregoing.

15.5 Consequences of Violating Prohibition Against Asbestos. In the event the Contractor incorporates into the Work any asbestos or asbestos-containing materials, otherwise is responsible for asbestos contamination on, at or in the vicinity of the Project Site, or otherwise violates the prohibition against asbestos set forth in Section 15.3 of these General Provisions, 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.

15.6 District to Arrange for Necessary Asbestos Remediation. The District shall arrange for performance of any necessary Asbestos Remediation. Any Asbestos Remediation must be performed in accordance with all applicable laws, regulations, ordinances and other governmental requirements, under the direct supervision of a qualified asbestos consultant who is accredited or certified by the Environmental Protection Agency ("EPA"). The District, in its sole discretion, shall select the asbestos consultant. The asbestos consultant, subject to District approval, will select a qualified contractor to perform the Asbestos Remediation. The Asbestos Remediation contractor must be experienced, knowledgeable, and accredited or certified by the EPA. No Asbestos Remediation shall be deemed complete or accepted until all asbestos contamination and/or asbestos-containing materials are eliminated or reduced to acceptable levels, as reasonably determined by the asbestos consultant.

15.7 Discovery of Hazardous Materials During Performance of the Work. If, during performance of the Work, the Contractor encounters materials that the Contractor reasonably believes to be asbestos or a hazardous substance, and the asbestos or hazardous substance has not been rendered harmless, the Contractor must continue the Work in unaffected areas reasonably believed to be safe, but must immediately cease the Work in the area affected and report the condition, in writing, to the Project Manager. In such event, and subject to the provisions of Section 15.6 of these General Provisions in the case of asbestos, the District shall obtain the services of an independent and qualified person or company to identify the materials suspected as being asbestos or some other hazardous material, 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 material identified by the Contractor is not asbestos or some other hazardous material; (ii) such materials are not harmful and removal or other measures are not necessary; or (iii) removal or other measures necessary to render the materials harmless have been completed in accordance with applicable law. 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.

15.8 Discovery of Hazardous Materials 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, and the Contractor, while performing such excavation, discovers any material 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, the District and the Contractor must comply with the provisions of Section 16.10 of these General Provisions.

15.9 Delays Resulting from Discovery of Hazardous Materials. To the extent the Work or any Work by Others involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements, 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 and/or other hazardous substances (including without limitation, lead, and petroleum distillates and/or by-products) 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 shall be entitled to additional compensation, as provided in Section 13.18 of these General Provisions, for the period in excess of ninety days.

15.10 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. To the extent provided in Part 23 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager, and the Inspector of Record, with respect to any and all costs and other liabilities, including, without limitation, attorneys' fees, arising from any such release.

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PART 16
EXCAVATIONS AND UTILITIES

16.1 Contractor Must Locate 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 deemed or construed to 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 Project Manager 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 Project Manager 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 Project Manager prior to conducting any air-vacuum excavation (or any underground-utility locating service performing such services) on, at or in the vicinity of the Project Site.

16.2 Contractor Must Contact 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. As required, the Contractor must, prior to commencing any excavation, contact the appropriate Regional Notification Center and obtain an Underground Service Alert identification number and provide such identification number to the Project Manager. The Contractor must contact the Regional Notification Center for any necessary revalidation of the identification number, prior to it expiring. If the Contractor will be excavating within the approximate location of any subsurface installation, except as agreed by the Project Manager that use of hand-tools will be acceptable, the Contractor must provide written notice to the operator(s) of the subsurface installation of the Contractor's intent to use, and make reasonable attempts to obtain such operator(s) consent for use of, air-vacuum excavation techniques (i.e., potholing) to determine the exact location of the subsurface installation. The Contractor shall be responsible for any and all additional costs and/or delays in the Work or any Work by Others arising from any failure by the Contractor to timely comply with the requirements described in this Section.

16.3 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 16.3 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.

16.4 Responsibility for Cost of Relocating Utility Facilities. The Contractor shall be solely responsible and liable for all costs to locate, repair, remove, relocate and/or protect any and all utility facilities (including, without limitation, main and trunkline facilities, service laterals, and appurtenances) as may be required in connection with the Work, except to the extent: (i) the Contractor can provide reasonable documentary evidence, satisfactory to the District, that the owner of the utility facilities has concurred that it is responsible for and will pay such costs; and/or (ii) the District is responsible in accordance with Section 16.3 of these General Provisions for the costs relating to main or trunkline utility facilities not indicated in the Drawings and Specifications with reasonable accuracy.

16.5 Contractor Must Obtain and Pay for Utility Services. Unless the Contract Documents expressly provide otherwise, the Contractor must submit required applications, arrange, and pay all fees for: (i) all temporary utility connections and service facilities required in connection with performance of the Work; (ii) all utilities consumed in connection with performance of the Work; and (iii) all permanent utility connections and service facilities included within the scope of the Work. The Contractor must give written notice to the Project Manager not less than five days prior to installation, in connection with the Work, of any utility meter or other similar equipment on, at or in the vicinity of the Project Site that is to be owned by the applicable utility company, not by the District. The District shall reimburse to the Contractor the actual documented cost, without any increase for overhead, profit or other costs or charges by the Contractor, of connection fees for permanent utilities that will serve the completed Project.

16.6 Contractor Must Coordinate 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.

16.7 Contractor Must Have Permit for Excavations. 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 Project Manager; and (iii) posted a

copy of each such permit in a prominent location on the Project Site. The Contractor must immediately notify the Project Manager in writing if any such permit is revoked prior to the District issuing a Notice of Completion for the Work.

16.8 Contractor Must Protect Adjacent Improvements. The Contractor shall be solely responsible and liable for protecting all completed and in-progress Work, any Work by Others, the Project Site, and all on-site and off-site improvements and properties, in the vicinity of each excavation undertaken in connection with the Work. The foregoing shall be deemed to require that the Contractor, among other things, ensure that improvements and properties in the vicinity of the excavation are protected from settlement, loss of lateral support, *et cetera*.

16.9 Trench Safety Plans for Trenches Deeper Than Five Feet. If the Contract Price 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 comply with all requirements of Section 11.7 of these General Provisions relating to Trench Safety Plans. Neither the foregoing nor the provisions of Section 11.7 of these General Provisions shall be deemed or construed to impose tort liability upon the District.

16.10 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 indicated in information made available to the Contractor before it submitted its bid for the Work; 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 Provisions. 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.

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PART 17
CHANGES IN THE WORK

17.1 Authorization Required for Changes in the Work.

17.1.1 District Approval of Changes Required. The Contractor must perform all Work in strict accordance with the DSA approved Drawings and Specifications and other Contract Documents, as those may from time to time be amended, supplemented, or otherwise modified. 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, Project Manager 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 Provisions, the District Board must have delegated to the Authorized District Officer the authority to approve such Change Order or Construction Change Directive.

17.1.2 DSA Approval of Certain Changes. In circumstances in which the DSA must approve changes to the Work, the Architect will be responsible for obtaining any such DSA approval. 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.

17.1.3 Direction to Proceed With Changes. An Authorized District Officer 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 Officer, 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.

17.1.4 Responsibility for Unauthorized Changes. Except to the extent a Change Order expressly identifies and/or describes specific deviations from the requirements of the Specifications or other Contract Documents, the Work to be performed pursuant to the Change Order must conform in all respects to the requirements of the Specifications and other Contract Documents. Regardless of whether an unauthorized change in the Work occurs in connection with any Change Order, the Contractor shall be responsible for any and all costs and/or delays attributable to unauthorized changes 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.

17.2 Changes Required by Change Order. Subject to the provisions of this Part 17 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 Contract Price and/or Contract Time, or other change(s) in the requirements of the Contract (each a "Change Order"). As provided in this Part 17, 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 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.

17.3 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 Contract Price or Contract Time (each an "Architect Field Directive"). An Architect Field Directive will be substantially in the form included in the Required Project Forms. An Architect Field Directive must be signed by the District, the Architect, and the Project Manager, 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.

17.4 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, the Architect, and the Project Manager. The Contractor's approval of a unilateral Change Order shall not be required, and the Contractor must implement each change 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 be performed on a time-and-materials, lump-sum, or unit-price basis. **IF THE CONTRACTOR DISAGREES WITH ANY OF THE TERMS OF A UNILATERAL CHANGE ORDER THAT THE CONTRACTOR DID NOT SIGN TO INDICATE ACCEPTANCE OF SUCH CHANGE ORDER, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 17.5 OF THESE GENERAL PROVISIONS.**

17.5 Mandatory Notice of Disagreement Regarding Contract Price or Time. The Contractor may provide written notice to the District, the Architect and the Project Manager if the Contractor: (i) reasonably believes that the implementation of any Bulletin, Interpretation or Clarification will require an adjustment to the Contract Price and/or Contract Time that is not set forth in a corresponding Change Order; (ii) reasonably

believes that it is entitled to an adjustment of the Contract Price 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 Contract Price 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 Contract Price and/or Contract Time, or that any specified adjustment of the Contract Price 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**.

17.6 Consequences of Failure to Provide Mandatory Notice. The purpose of the written notice required pursuant to Section 17.5 of these General Provisions is to permit the District to evaluate the Contractor's bases for believing that it is entitled to an adjustment, or a further adjustment, to the Contract Price and/or Contract Time and, as appropriate: (i) order any such adjustment or further adjustment to the Contract Price and/or Contract Time; (ii) order the Contractor to proceed without any adjustment or further adjustment to the Contract Price and/or Contract Time; (iii) modify the Work and/or the Project to resolve the matter; or (iv) forego a change in the Work and/or the Project. Therefore, if the Contractor fails to provide such notice prior to commencing any work or otherwise implementing any change required pursuant to an applicable Bulletin, Interpretation, Clarification, Architect Field Directive or unilateral Change Order, or fails to provide such notice within three days of the issuance of the Bulletin, Interpretation, Clarification, Architect Field Directive or unilateral Change Order, whichever is sooner, the Contractor shall be deemed and construed to have waived any and all rights to any adjustment in the Contract Price and/or Contract Time on account thereof. **THE GIVING OF AN APPLICABLE NOTICE PURSUANT TO SECTION 17.5 OF THESE GENERAL PROVISIONS SHALL BE A CONDITION PRECEDENT TO THE CONTRACTOR HAVING ANY RIGHT, WHETHER PURSUANT TO A CLAIM FILED IN ACCORDANCE WITH PART 24 OF THESE GENERAL PROVISIONS OR OTHERWISE, TO SEEK OR OBTAIN AN ADJUSTMENT (OR FURTHER ADJUSTMENT) OF THE CONTRACT PRICE AND/OR CONTRACT TIME ON ACCOUNT OF AN APPLICABLE BULLETIN, INTERPRETATION, CLARIFICATION, ARCHITECT FIELD DIRECTIVE OR UNILATERAL CHANGE ORDER.**

17.7 Changes Requested by the District. The District may at any time request that the Contractor propose any adjustments to the Contract Price and/or Contract Time attributable to any change(s) 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(s), including, without limitation, any Drawings and Specifications. Within seven days of receipt of an RFP, and without additional compensation, the Contractor must provide to the District, the Architect and the Project Manager a written proposal setting forth any proposed adjustments to the Contract Price and/or Contract Time that the Contractor reasonably believes are appropriate considering the nature and scope of the proposed change(s). Each proposal that includes a proposed adjustment to the Contract Price must be accompanied by an estimate of the effect (whether additive or deductive) of the change(s) on the Contract Price ("Change Order Cost") detailed by one of the methods specified in Section 17.9 of these General Provisions. Each proposal that includes a proposed adjustment to the Contract Time must set forth the impact of the proposed 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 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(s) originally desired by the District. If the District and the

Contractor are able to agree on all terms of a Change Order, the Architect will prepare the Change Order to include all such terms.

17.8 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 Contract Price and/or Contract Time attributable to any change(s) in the Work or other requirements of the Contract desired by, or required of, the Contractor (each a "Change Order Request"). The Contractor may, not as a limitation, 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, the Architect and the Project Manager with: (i) all information reasonably necessary to permit the District, Architect and Project Manager to determine the nature and scope of the proposed change(s); and (ii) the proposed adjustments to the Contract Price and/or Contract Time, if any, that the Contractor reasonably believes are appropriate considering the nature and scope of the proposed or other change(s). 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. Each Change Order Request that includes a proposed adjustment to the Contract Price must be accompanied by an estimate of the Change Order Cost detailed in accordance with one of the methods specified in Section 17.9 of these General Provisions. Each 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.

17.9 Determining Affect of Change on Contract Price. In response to an RFP or in connection with a Change Order Request, the Contractor must prepare a written estimate of the Change Order Cost, which must include a complete itemization of all materials, labor and other costs, whether additive or deductive, that affect the Contract Price, including, without limitation, estimates of hours of labor required, wage rates, material quantities, unit prices, *et cetera*. The District in its sole discretion may require that the Contractor provide any estimate of the Change Order Cost, or some portion thereof, on: (i) a "time and materials" basis as described in Section 17.10 of these General Provisions; (ii) a lump-sum basis as described in Section 17.11 of these General Provisions; and/or (iii) a unit-price basis as described in Section 17.12 of these General Provisions. Upon request, the Contractor must furnish to the Architect and the Project Manager such information as reasonably substantiates wage rates, bond premiums or other amounts included in an estimate. No work may be performed on a time-and-materials basis or unit-price basis if the cost thereof will exceed the ten percent limit set forth in Public Contract Code Section 20118.4, and the District may include in any Change Order providing for completion of required change(s) on either such basis a condition on payment that the final Change Order Cost not exceed such limit.

17.10 Determining Change Order Cost Based on Time and Materials. In the event the District requests that an estimate of a Change Order Cost, or portion thereof, be prepared on a time-and-materials basis, the Contractor must provide an itemization of the estimated costs of all time, materials and equipment necessary to complete the required change(s). Each unit-price estimate must include the cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions, except that the Contractor must make reasonable and good-faith efforts to estimate and include in the estimate the

maximum number of hours of labor in the various job classifications, and the maximum quantities of materials, required to complete the required change(s) on a time-and-materials basis.

17.11 Determining Change Order Cost Based on Lump Sum Proposal. In the event the District requests that an estimate of a Change Order Cost, or portion thereof, be prepared on a lump-sum basis, the Contractor must provide an itemization of the costs of all time, materials and equipment necessary to complete the proposed change(s). Each lump-sum estimate must include the cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions as being applicable to time-and-materials estimates. Upon being approved by the Parties, a lump-sum estimate shall in all circumstances be deemed and construed to be the agreed Change Order Cost regardless of the total time, number of hours of labor, quantities of materials, *et cetera*, actually required to complete or otherwise implement the proposed change(s).

17.12 Determining Change Order Cost Based on Unit Pricing. In the event the District requests that an estimate of a Change Order Cost, or portion thereof, be prepared on the basis of unit-prices, the Contractor must provide an itemization of the costs of all time, materials and equipment necessary to complete each logical, defined or specified unit of the proposed change(s). The Contractor must make reasonable and good-faith efforts to estimate the maximum number of each logical, defined or specified unit required to complete the proposed change(s) on a unit-price basis. Each unit-price estimate must include the cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions as being applicable to time-and-materials estimates. Upon being approved by the Parties, a unit-price estimate shall in all circumstances be deemed and construed to be the Change Order Cost for each unit, regardless of the number or cost of such units actually required to complete or otherwise implement the proposed change(s).

17.13 Cost Components to be Included in All Estimates. The District and/or the Project Manager may require that reasonable additional or modified cost components or information be included in any necessary cost estimate, but, otherwise, each estimate prepared by the Contractor in response to an RFP or in connection with a Change Order Request must include the following cost components and conform to all associated requirements specified below:

(i) Labor Costs: Itemize all job classifications for labor necessary to complete the proposed change(s), direct hourly wage rates, and the estimated total number of hours in each job classification required to complete the change(s). Separately itemize any employer-paid payroll taxes, insurance, benefits and other costs attributable to such labor. Do not include off-site management, supervision and/or administration in this cost component, as the compensation for such costs shall be deemed to be included within the Contractor's general markup.

(ii) Materials Costs: Itemize (in sufficient detail to identify) all materials necessary to complete the proposed change(s), quantities required, taxes, and any delivery costs. The amounts itemized in this cost component must be reduced by the full amount of any credits and/or discounts given in connection with obtaining the materials, as described in Section 17.15 of these General Provisions.

(iii) Equipment Costs: Itemize all equipment necessary to complete the proposed change(s), hourly costs of rental or operations, and total number of hours required. Separately itemize any rented or leased equipment from any owned equipment. Separately itemize any equipment cost that is based on a per-load amount. Do not include in this cost component any hand tools, equipment with a value of less than $1,000, or equipment with a daily rental rate of less than $500, as the compensation for such items shall be deemed to be included within the Contractor's general markup. Also do not include in this cost component the rental of any equipment if other suitable equipment already is available at the Project Site, unless the use of such equipment would unreasonably delay the Work or any Work by Others.

(iv) Subtotal: Calculate the sum total of the labor, materials, and equipment costs determined in accordance with the foregoing clauses (i), (ii) and (iii).

(v) General Markup: Specify an amount, in no event in excess of twelve and one-half percent of the subtotal amount calculated in accordance with the foregoing clause (iv), which shall be deemed and construed to fully compensate the Contractor for overhead, profit and all other direct and indirect costs (other than bond markup) attributable to the proposed change(s), including, without limitation, any and all costs of research; negotiations; preparation of estimates and other documents; insurance; home-office overhead; on-site and off-site supervision; interference, delay, acceleration and other affects on the Work; guarantees; protection facilities; materials handling; supplies; safety equipment; and hand tools, equipment with a value of less than $1,000, and equipment with a daily rental rate of less than $500. Notwithstanding the foregoing, any portion of the work necessary to complete the proposed change(s) to be performed by any Subcontractor must not include a markup by the Subcontractor in excess of ten percent, or a markup by the Contractor in excess of five percent, of the total labor, materials and equipment included within such subcontracted work.

(vi) Bond Markup: Specify an amount, in no event in excess of one percent of the subtotal amount calculated in accordance with the foregoing clause (iv), to compensate the Contractor for any additional bonding costs incurred in connection with the work necessary to complete the proposed change(s). Do not include any such amount if no additional bonding costs will be incurred.

(vii) Change Order Cost: Calculate the total Change Order Cost, which shall be the sum total of the subtotal amount calculated in accordance with the foregoing clause (iv), the general markup specified in accordance with the foregoing clause (v), and any bond markup specified in accordance with the foregoing clause (vi).

17.14 Deductive or Reduced Change Order Costs. Any RFP or Change Order Request may propose any reduction in the amount and/or scope of the Work, regardless of whether the RFP or Change Order Request also proposes any additional or increased amount and/or scope of the same or other portions of the Work. In such event, the estimate prepared by the Contractor in response to the RFP or in connection with the Change Order Request must include the same cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions, except that the estimate must determine the deduction from the Contract Price attributable to the reduction in the amount and/or scope of the Work. If an RFP or Change Order Request specifies only deductive changes(s), the Change Order Cost in its entirety will represent a deduction from the Contract Price. When both deductive change(s) and additive change(s) are specified in an RFP or Change Order Request, the Change Order Cost shall be based on the net affect on itemized costs, including, without limitation, general markup and bond markup.

17.15 Discounts and Refunds Deducted from Change Order Costs. The Contractor must make reasonable efforts to obtain or otherwise secure any and all discounts, rebates, refunds and/or offsets that may be available with respect to materials, equipment and supplies necessary, or no longer necessary, in connection with any change(s) in the Work or other requirements of the Contract. The Contractor must include in each estimate prepared in accordance with Section 17.13 of these General Provisions any such discounts, rebates, refunds and/or offsets as reasonably may be available. In the case of any change(s) completed on a time-and-materials basis or a unit-price basis, the Contractor must document any and all discounts, rebates, refunds and/or offsets as provided in Section 17.17 of these General Provisions.

17.16 Substantiation of Subcontractor Pricing Included in Estimates. If an estimate includes any work by a Subcontractor of any tier or materials provided by any materialman, the Contractor must furnish to the Architect and the Project Manager: (i) a detailed estimate, prepared and signed, as applicable, by the Subcontractor or materialman, of the cost for labor, material, equipment, markup, *et cetera*; and (ii) such information as reasonably substantiates wage rates, bond premiums or other amounts included in the estimate, including, without limitation, any markup by the Subcontractor.

17.17 Substantiation of Time and Materials and Unit-Price Costs.

17.17.1 Requirement for Notice. The Contractor must not commence performance of any portion of the Work authorized to be performed on a time-and-materials basis or a unit-price basis unless the Contractor gives notice at least twenty-four hours in advance to the Project Manager and the Inspector of Record that such Work will be commencing, so that they may be present during performance of such Work.

17.17.2 Requirements for Daily Time and Materials Tickets. The Contractor must obtain the Inspector of Record's signature on a copy of the "Time and Materials Ticket" form included in the Required Project Forms for each day during the performance of the Work, specifying: (i) the identification number assigned to that portion of the Work; (ii) the location and description of such Work; (iii) the job classifications, names and social security numbers of the workers performing such Work; (iv) the materials used in performing such Work; and (v) the equipment used in performing such Work, other than tools and equipment included within the Contractor's general markup. The Contractor must prepare the time and material tickets on a form that is reasonably acceptable to the Project Manager and that permits the Inspector of Record to tear off and retain a copy of the form after signing it. The Contractor must provide copies of the daily time and material tickets to the Project Manager at least once per week until the Work being performed on a time-and-materials basis or unit-price basis has been fully completed. Upon request, the Contractor must also submit any other relevant information as the District may require, including,

without limitation, copies of wage rates as included in certified payroll records, receipts, payment invoices, shipping invoices, bills of lading, *et cetera*. If the Contractor fails to provide documentary evidence or other information sufficient to substantiate the amount and/or costs of Work performed on a time-and-materials basis or unit-price basis, the District, in its reasonable discretion, may determine such amounts and/or costs. **IN ORDER TO AVOID ANY VIOLATION OF PUBLIC CONTRACT CODE SECTION 20118.4, THE CONTRACTOR MUST PROVIDE WRITTEN NOTICE TO THE PROJECT MANAGER IF AND WHEN THE COST OF ANY WORK PERFORMED ON A TIME-AND-MATERIALS BASIS REACHES SEVENTY-FIVE PERCENT OF THE CHANGE-ORDER LIMIT SPECIFIED IN SECTION 20118.4, i.e., SEVENTY-FIVE PERCENT OF THE GREATER OF $15,000 OR TEN PERCENT OF THE ORIGINAL CONTRACT PRICE.**

17.17.3 Requirements for Separate Accounting Records. If the Contractor performs any Work (whether pursuant to the original Contract, any Change Order, or otherwise) 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 cost-accounting records, in accordance with generally-accepted accounting standards and principles, 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.

17.18 Changes Required Based on Bid Alternates. Notwithstanding anything to the contrary, the District may issue a Change Order to require any change(s) in the Work or in other requirements of the Contract as specified in any additive or deductive alternates included in the Contractor's bid. If the Contractor fails to agree to a Change Order that would implement any such additive or deductive alternate, the District may issue a unilateral Change Order to implement the required change(s).

17.19 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 Contract Price 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 Contract Price 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. The foregoing shall not be deemed to preclude compensation to the Contractor on a time-and-materials, unit-price or similar basis if authorized pursuant to a Change Order.

17.20 Alterations to Directives and Change Orders Prohibited. The Contractor must not alter any Architect Field Directive, Construction Change Directive or executed Change Order, and no such alteration shall be valid or binding in any respect whatsoever on the District or any other party. The Contractor must perform the change(s) required pursuant to any such Architect Field Directive, Construction Change Directive or executed Change Order in strict accordance with the provisions therein, and shall be responsible and liable for any and all costs and/or delays arising from any failure by the Contractor to so perform.

17.21 District Not Liable for Non-Conforming Work. The Contractor shall be responsible and liable for, and District shall not be liable and shall not pay for, any change in the Work if such change is necessary as a consequence of any Work that was negligently performed, is defective, or otherwise does not conform with requirements of the Contract Documents, whether because the Contractor failed to properly coordinate, schedule or supervise such portion of the Work or for any other reason that is not the result of the active negligence or willful misconduct of the District or any of its contract representatives.

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PART 18
FINAL INSPECTION AND COMPLETION OF WORK

18.1 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 Project Manager and the 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 the Work is substantially complete and that all prerequisites set forth in Section 18.2 of these General Provisions have been completed, the Contractor may request an inspection of the Work in accordance with Section 18.3 of these General Provisions.

18.2 Contractor Must Complete Prerequisites Before Inspection. Prior to requesting any inspection, the Contractor, based on its own reviews and inspections as provided in Section 18.1 of these General Provisions, must confirm that, to the extent required by the Contract Documents or the Contractor is otherwise responsible (e.g., repair of damage arising from the Work), all of the following have been satisfactorily performed and completed:

(i) All general construction and all other elements of the Work have been substantially completed, and the Contractor has completed or caused to be completed all items included on the Contractor's punch-lists;

(ii) All water, gas, sewer, electric and other utility facilities, service connections and re-connections, meters, *et cetera*, have been installed and/or completed, tested, and are fully and properly functioning;

(iii) All safety and alarm systems, equipment, fixtures, *et cetera*, have been completed and are fully functioning;

(iv) All mechanical, plumbing, electrical and other building systems, equipment, fixtures, *et cetera*, have been installed, completed, balanced and tested, and are fully and properly functioning, and all testing and balance reports have been provided to the Project Manager;

(v) All electrical circuits, panels, disconnect switches, *et cetera*, are properly labeled;

(vi) All irrigation systems (including, without limitation, timers and pop-up sprinklers) have been completed, tested and are fully and properly functioning, and all planting (including, without limitation, all sod or other turf planting) has been installed and is established;

(vii) All operating instructions for any and all systems, equipment and other things have been properly posted, affixed, *et cetera*, as required pursuant to the Contract Documents;

(viii) All District personnel as required pursuant to the Contract Documents have been adequately instructed and/or trained with respect to the characteristics, maintenance and operation of safety, alarm, mechanical, plumbing, electrical and other systems, and the Contractor has prepared and

provided to the Project Manager a complete list of the names of District personnel instructed and/or trained, the building system(s) and type of instruction and/or training involved, the locations at which such instruction and/or training occurred, and the dates on which such instruction and/or training occurred;

(ix) All doors and windows, including locks, catches and other hardware, have been installed and adjusted, and are fully and properly functioning, with all temporary protective films or other coverings removed, tops and bottoms of doors sealed, all glass and similar surfaces cleaned and streak-free; all finished metal surfaces polished and streak-free;

(x) All painting and special finishes have been applied and have dried or otherwise cured or been completed;

(xi) All damage, as required by the Contract Documents or necessary as a consequence of the Work, has been repaired and/or replaced, including, without limitation, any broken glass replaced; and

(xii) All cleanup as required by the Contract Documents or necessary as a consequence of the Work has been completed, including, without limitation: cleanup pursuant to Section 8.27 of these General Provisions; hard-surface floors waxed and polished; carpets vacuumed; dirt, marks, stains, scratches, superfluous labels, and other foreign matter removed; tools and equipment removed from Project Site; and bare (dirt) areas of Project Site cleaned and raked.

18.3 Contractor's Initial Request for Final Inspection. At such time as the Contractor reasonably believes that the Work is substantially complete and that all prerequisites set forth in Section 18.2 of these General Provisions have been completed, the Contractor must provide to each of the District, Architect, Project Manager and Inspector of Record a copy of: (i) written notice that all Work has been completed and is ready for final inspection; and (ii) an executed copy of the "Certification of Final Inspection" form included in the Required Project Forms. The District, Architect, Project Manager and Inspector of Record will perform such inspection within ten days following receipt of notice from the Contractor, and the Project Manager 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.

18.4 Requirements for Re-Inspection of Work. If it is determined after the inspection described in Section 18.3 of these General Provisions, or after any subsequent re-inspection of the Work pursuant to this Section 18.4, that the Work is not substantially complete, the District, Architect and/or Project Manager 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 18.3 of these General Provisions, 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.

18.5 Determination that Work is Substantially Complete. If it is determined after any inspection or re-inspection of the Work pursuant to Section 18.3 or Section 18.4 of these General Provisions that the Work is substantially complete, the District, Architect and/or Project Manager will provide written notice of such determination to the Contractor. In such event, the District, Architect, Project Manager 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").

18.6 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 18.5 of these General Provisions. 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 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.

18.7 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, Project Manager and Inspector of Record for a final walk-through inspection. The Project Manager 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, Project Manager 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 Section 18.9 of these General Provisions.

18.8 Contractor Responsible for Certain Inspection Costs. In requesting any walk-through or other inspection of the Work or any portion thereof, the Contractor must have a good-faith belief that the Work or portion thereof has been fully and properly completed and is ready for inspection, based on the Contractor's own reviews and inspections of the Work performed in accordance with Section 18.1 of these General Provisions. The Contractor shall be solely responsible and liable for any and all costs (including, without limitation, costs of Architect, Project Manager and/or Inspector of Record services, administrative costs, consultant fees, transportation costs, *et cetera*) if the Contractor at any time requests an inspection of any portion of the Work and: (i) it is reasonably apparent that such portion of the Work is not complete and ready for inspection; (ii) in the reasonable opinion of the District, Architect, Project Manager or Inspector of Record, the Contractor is using the inspection as a means to define or determine the scope of such Work or the scope of the uncompleted portions of such Work; (iii) in the reasonable opinion of the District, Architect, Project Manager and/or Inspector of Record, the Contractor is using the inspection as a means to accelerate the Work of any Subcontractor; (iv) the Work fails to pass the inspection due to any negligence or misconduct of 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; (v) Work noted as incomplete and/or unsatisfactory during a prior inspection is not reasonably complete and/or satisfactory upon re-inspection; or (vi) the Work is not ready for inspection and it is reasonably apparent that, for any other reason, the Contractor did not request the inspection in good faith. Any such costs shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

18.9 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").

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PART 19
CLOSE-OUT OF THE WORK

19.1 Close-Out Submittals are Prerequisite to Final Payment. Within ten days of receiving notice in accordance with Section 18.5 of these General Provisions that the Work is substantially complete ("Substantial Completion Date"), the Contractor must submit to the Project Manager all documents and other things required pursuant to this Part 19 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 19 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. 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 Project Manager all documents and other things required pursuant to this Part 19.

19.2 Record Drawings and Specifications. The Contractor must obtain final approval of the Record Drawings and Specifications from the Architect, Project Manager and Inspector of Record. After obtaining such approval, the Contractor must employ a competent draftsperson to: (i) transfer the as-built information to Drawings on electronic files using the most current version of AutoCAD or other commonly-used program as directed or approved by the Architect; and (ii) prepare a complete set of as-built Drawings on transparent sepia or, if approved by the Architect, reproducible bond paper. Upon completing the electronic as-built Drawings and the sepia as-built Drawings, the Contractor must submit to the Project Manager: (i) three copies of the Record Drawings and Specifications approved by the Inspector of Record that have been certified by the Contractor as being complete and fully and accurately representing the as-built condition of the Work; (ii) an archive-quality "CD" containing the as-built Drawings as electronic files; and (iii) the complete set of sepia or bond-paper copies of the as-built Drawings.

19.3 Project-Related Documents. The Contractor must prepare and submit to the Project Manager two sets of archive-quality CDs, each identical and each containing indexed electronic copies of any and all Contract Documents, Addenda, Change Orders, Architect Field Directives, Construction Change Directives, other documents that modify the Contract, approved shop drawings, product data sheets, samples, other submittals of the Contractor, RFIs, RFPs, Change Order Requests, Claims, correspondence, and other documents generated during the course of the Work or otherwise in connection with the Work.

19.4 Equipment Operations and Maintenance Manuals.

19.4.1 Required Contents. The Contractor must obtain and submit to the Project Manager four complete sets 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) assignments of all guaranties 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 (vi) any other associated information required by the Contract Documents.

19.4.2 Required Format. The Contractor must have each set of the documents described in Subsection 19.4.1 of these General Provisions collated into one or more white-colored three-ring binders, in a logical and sequential order, with each manual or other section of information marked with labeled tabs, and an index of the tabs included in the front of each binder. To the extent possible, all information relating to any one system, piece of equipment, or other thing must be grouped together in a logical manner. The spine of each binder also must have a label that specifies the project title and number, identifies the contents of the binders as "Equipment Operations and Maintenance Manuals," specifies the set and binder number (e.g., "Set 1, Binder 1," "Set 1, Binder 2," *et cetera*).

19.4.3 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 Project Manager shall review the binders. If the Project Manager determines that the binders are not complete or otherwise must be corrected, the Project Manager will return all sets of the binders to the Contractor for correction. The Contractor must correct, re-certify, and return all four sets of binders to the Project Manager within five days.

19.5 Special Guarantees and Warranties. The Contractor must submit to the Project Manager, to the extent not included in the submittals required pursuant to Section 19.4 of these General Provisions, any and all: (i) special guaranties and warranties required by the Contract Documents; and (ii) assignments of guaranties and warranties from Subcontractors, materialmen and others 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.

19.6 Identification-Tag Log. The Contractor must submit to the Project Manager a log or schedule of any and all equipment, valves, pipes, connections, meters and/or other things that are required by the Contract Documents or any applicable law, rule, regulation, ordinance or other governmental requirement to 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.

19.7 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 Project Manager 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 Project Manager relating to identifying, logging or scheduling, and providing key cards or similar items to the District.

19.8 Tools, Spare Parts, Et Cetera. The Contractor must submit to the Project Manager 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

Project Manager, the Contractor must, subject to approval by the Project Manager, 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 Project Manager.

19.9 DSA Close-Out Materials. The Contractor must, as applicable, obtain, complete and/or prepare, and must submit to the Project Manager, any and all forms, records and/or other documents required by the DSA in connection with close-out by the DSA of the Work and/or the Project. If the Contractor has questions as to what DSA requirements are applicable, the Contractor may contact the DSA or may request through the Project Manager that the Architect advise the Contractor as to DSA requirements. However, in no event shall the District, Architect, Project Manager or the Inspector of Record be responsible or liable for inaccurate or incorrect information provided to the Contractor if the Architect provided such information in good faith.

19.10 Other Contract Document Close-Out Requirements. The Contractor, to the extent not already described in this Part 19, must as applicable obtain, complete and/or prepare, and must submit to the Project Manager, any and all close-out submittals and/or information required pursuant to any other requirement of the Contract Documents.

19.11 Contractor Guarantee. The Contractor must provide to the Project Manager an executed copy of the "Contractor Guarantee" form included in the Required Project Forms.

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PART 20
CONTRACTOR GUARANTEE OF WORK

20.1 No Waiver of District Rights. In no event shall any payment to the Contractor, provision of the Contract Documents, Notice of Completion, or 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 or for faulty workmanship in performing the Work; (ii) to constitute acceptance by the District, without recourse, of any Work not performed in accordance with the Contract Documents and all laws, rules, regulations, ordinances and other governmental and quasi-governmental requirements applicable to the Work; or (iii) to constitute a waiver of any right the District has to hold the Contractor responsible and/or liable for any such Work.

20.2 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 the applicable Guarantee Period: (i) all Work shall have been performed in accordance with all requirements of the Contract Documents and shall be free of defective or improper systems, materials and other things, and free of faulty workmanship; and (ii) if it is determined during the applicable Guarantee Period that any Work does not conform to the requirements of the foregoing clause (i), the Contractor will repair, replace or otherwise correct the affected portion of the Work as provided in this Part 20 ("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.

20.3 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.

20.4 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.

20.5 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.

20.6 Manufacturer and Other Third-Party Guarantees. The Contractor Guarantee shall be deemed and construed to apply to the Work generally, and in no event: (i) shall the Contractor Guarantee 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); or (ii) shall any such manufacturer or other third-party guarantee or warranty 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.

20.7 Guarantee Work by Contractor. Not later than ten days after written notice from the District, the Contractor, at no cost to the District, must repair, replace or otherwise correct: (i) any defective, improper or otherwise faulty Work that is discovered or revealed during any 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, improper or faulty Work (collectively, "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 any person(s) 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 permit a reasonable time for completion of the Guarantee Work, but not in excess of twenty days. The Contractor must provide written notice to the District upon completing any Guarantee Work.

20.8 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 has failed to undertake and/or complete the Guarantee Work within the time permitted pursuant to Section 20.7 of these General Provisions; 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 of any such Guarantee Work incurred by the District 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 20.8 be deemed or construed to limit or otherwise condition the responsibilities and/or liabilities of the Contractor pursuant to the Contractor Guarantee.

20.9 Two-Year Extended Guarantee Period After Guarantee Work. Regardless of whether any Guarantee Work is performed pursuant to Section 20.7 or Section 20.8 of these General Provisions, the applicable Guarantee Period shall be extended by the amount of time necessary to result in the Guarantee Period remaining in effect for a period of two years after the date the Guarantee Work is completed and accepted by the District. Any such extended Guarantee Period shall be applicable to: (i) the system, equipment, material and/or other thing that was repaired, replaced, or otherwise corrected; and (ii) any other of the same or substantially similar systems, equipment, materials and/or other things incorporated

into the Work. The foregoing shall not be deemed or construed to result in the shortening of any Guarantee Period otherwise applicable to the Work or any portion of the Work.

20.10 Warranty of Title to Work. The Contractor further warrants that title to all systems, equipment, materials and other things incorporated into Work (and, as expressly agreed by the District in writing, any such things purchased by the Contractor and to be owned by the District prior to incorporation as described in Sections 21.5 or 21.6 of these General Provisions) 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 20.10, each a "lien"). To the extent provided in Part 23 of these General Provisions, the Contractor shall: (i) indemnify, defend and hold harmless the District against and with respect to any and all such liens; and (ii) pay any judgment for which the District is held responsible, and all related costs and expenses, including, without limitation, any attorneys' fees, arising from any actions or other legal proceedings brought to enforce any 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.

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PART 21
PROGRESS PAYMENTS AND FINAL PAYMENT

21.1 Maximum Amount Payable to Contractor. The Contract Price, as adjusted in accordance with the provisions of the Contract Documents, shall be the maximum amount payable to the Contractor for performance of the Work or, in any case, pursuant to the Contract.

21.2 Contractor Must Propose a Schedule of Values.

21.2.1 Within ten days of the date of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor must submit to the District, Architect, Project Manager and Inspector of Record a proposed schedule of the values allocated to the various portions of the Work ("Schedule of Values"), which must, among other things:

(i) list the true actual cost (in dollars) of each separate activity and item included within the Work for which payment will be requested;

(ii) specify the amounts (in dollars) of overhead, profit, any costs of "general conditions" for which the Contractor is responsible, and similar cost-items allocated to each activity and item included in the Work;

(iii) separately itemize rough and finish work for the basic trades;

(iv) specify individual dollar amounts for "large dollar" purchases, including, without limitation, systems, equipment, materials and/or other things to be incorporated into the Work;

(v) allocate a dollar amount equal to not less than five percent of the Contract Price to the close-out activities specified in Part 19 of these General Provisions; and

(vi) consistent with the approved Master Construction Schedule, specify the projected total dollar amounts payable to the Contractor each month during the course of the Work.

21.2.2 The dollar amounts allocated for overhead, profit, general conditions costs and similar cost-items must, as noted above, be allocated in the Schedule of Values to each particular activity and item; provided that the District, in its sole discretion, may consent to general conditions costs being allocated on a pro-rata basis over the time for completion of the critical-path construction of the Work, as such critical path is set forth in the Master Construction Schedule. However, at any time the District reasonably determines that the progress of the critical-path portion of the Work is insufficient in comparison to what is specified in the then-applicable Master Construction Schedule, the District may adjust the payment of general conditions costs to match the percentage of the Work then complete, including, without limitation, retaining appropriate portion(s) of payments otherwise due to the Contractor.

21.2.3 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.

21.2.4 The Contractor must submit its proposed Schedule of Values with: (i) such documentary or other supporting evidence as reasonably supports and substantiates the allocations of values to the various portions of the Work; and (ii) a listing of all Subcontractors, materialmen, and other persons and entities that will be providing any labor, materials, equipment or other things for incorporation into the Work, including name, address, telephone number, facsimile number, e-mail address, State contractor license number and/or business license number, classification or type of work, material or other thing being provided, and total cost.

21.2.5 The Contractor must submit the Schedule of Values and other information required pursuant to this Section 21.2 on such forms or software programs (e.g., Microsoft Project, Prolog, Expedition or Primavera) as approved in advance by the Project Manager.

21.3 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, Project Manager 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. Upon receiving the proposed Schedule of Values, the District, Architect, Project Manager and Inspector of Record shall review the Schedule of Values to determine if it: (i) encompasses all of the various portions of the Work; (ii) appropriately itemizes all activities and/or items included within the scope of the Work; and (iii) constitutes a fair and accurate allocation of the values of the various elements of the Work. The District, Architect, Project Manager and/or Inspector of Record may require that the Contractor modify the Schedule of Values as they determine are 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, Project Manager 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.

21.4 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 required by any Construction Change Directives or Change Orders, 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 21.3 of these General Provisions that are applicable to the initial proposed Schedule of Values.

21.5 Payment for On-Site 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. However, if the Contractor so requests, the District, in its sole discretion and subject to consultation with the Architect, Project Manager and/or Inspector of Record, may agree to pay for any such things purchased by the Contractor and properly and securely stored on the Project Site. In such event, title to such things shall be deemed and construed to pass to the District as provided in Section 20.10 of these General Provisions, but in no event shall any such agreement by the District constitute

acceptance of any system, equipment, material or other thing that does not conform to all requirements of the Contract Documents. Regardless of whether or not the District purchases any system, equipment, material or other thing in accordance with this Section, the Contractor shall at all times retain full responsibility, liability and risk of loss for any and all such things stored on, at or in the vicinity of the Project Site, but not incorporated into the Work (including, without limitation, for any applicable insurance deductible or if, for any reason, such things are not covered by insurance) and for completing the Work in accordance with all applicable requirements of the Contract Documents.

21.6 Payment for Specially Manufactured Items Stored Off-Site. Notwithstanding anything to the contrary, the District shall not be required except as provided in this Section 21.6 to pay the Contractor for any systems, equipment, materials or other things that have been purchased by the Contractor and stored off of the Project Site. 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. However, if the Contractor so requests, the District, in its sole discretion and subject to consultation with the Architect, Project Manager and/or Inspector of Record, may agree to pay for custom-made or special order items (including, without limitation, structural steel, electrical panels, *et cetera*) stored off of the Project Site, but only if the Contractor provides documentary evidence acceptable to the District that:

(i) the total cost of the items, plus the cost of any other systems, equipment, materials or other things stored off of the Project Site for which the District has paid, does not exceed $100,000 or such greater amount as agreed by the District in its sole discretion;

(ii) the items are stored in a bonded warehouse that adequately protects the items from diversion, destruction, theft and damage; are segregated from other systems, equipment materials, and other things in the warehouse; and are conspicuously labeled or marked as intended for use on the Project;

(iii) the District has the right to inspect the items and the storage location at any reasonable time;

(iv) the Contractor has insured the items for their full replacement value, the District is named as an additional insured, and all other terms of the insurance are acceptable to the District;

(v) the Contractor's surety has consented to the Contractor being paid for the items prior to the items being delivered to the Project Site; and

(vi) upon payment by the District, title to the items shall pass to the District, as evidenced by recorded financing statements, UCC searches, *et cetera*.

21.7 Contractor Must Arrange Progress Payment Review Meetings. The Contractor must arrange to meet at the Project Site with the Project Manager and the Inspector of Record in advance, but not more than five days in advance, of submitting each Progress Payment Request (other than the final 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 Project Manager will provide notice of the date and time of each Progress Payment Review Meeting to the District and Architect, and either or both may also attend the 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 (including, without limitation, items not yet incorporated into the Work, but for which the Contractor intends to seek payment) and respond to relevant questions. If the District, Architect, Project Manager 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 21.8 of these General Provisions. Such documentary or other support may include, without limitation, purchase invoices, rental receipts, delivery slips, certified payroll records, *et cetera*.

21.8 Contractor Submittal of Progress Payment Requests.

21.8.1 Timing and Content of Progress Payment Request.

21.8.1.1 Not later than the seventh day of each month during the course of the Work or within such other time period as may be specified in the Special Provisions, 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"). A Progress Payment Request must not include amounts attributable to Work not yet performed, and the payment amounts requested for completed Work must be consistent with values assigned to such Work in the Schedule of Values. Each Progress Payment Request must be submitted on a copy of the "Progress Payment Request" form included in the Required Project Forms or using such other form as may be specified in the Special Provisions.

21.8.1.2 The Contractor must specify in each Progress Payment Request form:

(i) the total amount of the payment requested for the Work covered by the Progress Payment Request;

(ii) the portion of the requested payment amount attributable to each of the activities and items, as set forth in the Schedule of Values, included in the Work covered by the Progress Payment Request;

(iii) the portion of the requested payment amount attributable to each Subcontractor, materialman, and other person or entity that has furnished labor, material and/or equipment in connection with the Work covered by the Progress Payment Request; and

(iv) the total balance due to each such Subcontractor, materialman and other person or entity after payment, if any, is made to them on account of the Progress Payment Request.

21.8.1.3 As additional information intended to assist in review of Progress Payment Requests, and regardless of the Schedule of Values not including values allocated on a pro-rata basis unless the District consents, the Contractor must with each Progress Payment Request provide a reasonable, good-faith written estimate, in relation to all Work required pursuant to the Contract Documents, of:

(i) the cumulative percentage of the Work completed as of the end of the payment period covered by the Progress Payment Request;

(ii) the cumulative percentage of the Contract Amount allocable to the Work completed as of the end of the payment period covered by the Progress Payment Request; and

(iii) the cumulative percentage of each of the overhead, profit, general conditions costs, and similar cost-items allocable to the Work completed as of the end of the payment period covered by the Progress Payment Request.

21.8.1.4 No Progress Payment Request shall be deemed or construed to constitute a complete and valid request for progress payment unless and until: (i) the Progress Payment Request satisfies the foregoing requirements of this Subsection 21.8.1; (ii) the Contractor submits to the Architect the Progress Payment Request and all materials required pursuant to Subsection 21.8.2 (or, if applicable, Subsection 21.8.3) of these General Provisions; and (iii) the Contractor provides copies of the Progress Payment Request and all such materials as specified in Subsection 21.8.4 of these General Provisions.

21.8.2 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 from the last previously updated and approved Master Construction Schedule;

(ii) an 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) a cumulative list of all systems, equipment, materials and other things stored off of the Project Site for which the District has paid (or upon payment, will have paid) as authorized pursuant to Sections 21.5 or 21.6 of these General Provisions as of the end of the payment period, which, for each such thing, must also identify the storage location and cost of the thing;

(iv) copies of all permits or other governmental licenses and approvals relating to the Work that were obtained or issued during the payment period;

(v) all information and the certification required pursuant to Subsection 3.9.3 of these General Provisions relating to as-built Work implemented during the payment period;

(vi) if specifically requested by the Project Manager, copies of certified payroll records covering the period since the prior Progress Payment Request;

(vii) conditional and unconditional waivers and releases as required pursuant to Section 21.9 of these General Provisions; and

(viii) an executed copy of the "Certification of Progress Payment Request" form included in the Required Project Forms.

21.8.3 Final Progress Payment Request. Notwithstanding the requirements set forth in Subsection 21.8.1.1 of these General Provisions relating to the timing for submitting Progress Payment Requests, 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 18.9 of these General Provisions. The Contractor must specify in the final Progress Payment Request that Contractor is seeking final payment in the form of a release of all Retention. The Contractor must, as applicable, submit with the final Progress

Payment Request all of the materials specified in clauses (iv) through (viii), inclusive, of Subsection 21.8.2 of these General Provisions.

21.8.4 Copies of Progress Payment Requests and Supporting Materials. At the same time that it submits any Progress Payment Request to the Architect pursuant to this Section 21.8, the Contractor must submit to each of the District, Project Manager, and Inspector of Record, a copy of the Progress Payment Request and all materials required pursuant to Subsection 21.8.2 (or, if applicable, Subsection 21.8.3) of these General Provisions.

21.9 Requirement for Progress Payment Waivers and Releases. With each Progress Payment Request that it submits in accordance with this Part 21 (other than for the final Construction Progress Payment), the Contractor must also submit an executed copy of the "Conditional Waiver and Release (Progress Payment)" form included in the Required Project Forms, and, except as provided in this Section 21.9, an executed copy of the "Unconditional Waiver and Release (Progress Payment)" form included in the Required Project Forms, for each of the Contractor and each Subcontractor, materialman or other person or entity that provided any labor, services, materials or equipment in connection with the Work described in the Progress Payment Request. A person's or entity's Conditional Waiver and Release (Progress Payment) must conditionally waive all lien and stop notice rights against the District, the Project Site and the Project, with respect to all payments to be made to such person or entity on account of the Progress Payment Request. A person's or entity's Unconditional Waiver and Release (Progress Payment) must unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project Site and the Project, with respect to all payments actually made to such person or entity on account of any prior Progress Payment Request. The Contractor must submit an Unconditional Waiver and Release (Progress Payment) for any person or entity in connection with a Progress Payment Request only if such person or entity was paid any funds on account of any prior Progress Payment Request for which the person or entity has not already submitted an Unconditional Waiver and Release (Progress Payment). Each Conditional Waiver and Release (Progress Payment) and Unconditional Waiver and Release (Progress Payment) must be duly-executed and must contain an original signature of the person who has executed it.

21.10 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 21 encompass, among other things, the requirements of Public Contract Code Section 20104.50

21.11 Contractor Compliance a Condition Precedent. Upon receipt from the Contractor of a complete and valid Progress Payment Request, the District, Architect, Project Manager and Inspector of Record will concurrently commence review of the Progress Payment Request. However, notwithstanding the foregoing or anything else to the contrary, the District shall not be required to process or make any payment pursuant to any Progress Payment Request if the Contractor, at such time, has not complied with any lawful

and otherwise proper direction(s) of the District, Architect, Project Manager or Inspector of Record that relates to the Work, the Project Site or the Project.

21.12 Review by Project Manager and Inspector of Record. Within three days after receiving a Progress Payment Request as described in Section 21.11 of these General Provisions, the Project Manager and Inspector of Record will each provide written notice to the District and Architect regarding whether they approve or disapprove the Progress Payment Request, in whole or in part. The foregoing requirement is not jurisdictional, and the Contractor shall have no recourse if the Project Manager and/or Inspector of Record fail to provide notice within the three-day period. If the Project Manager and/or Inspector of Record approve any Progress Payment Request in its entirety, they will sign the Progress Payment Request and submit it and the notice to the District and the Architect. If the Project Manager and/or Inspector of Record approve only a portion of any Progress Payment Request, they will note the limitation on approval on the Progress Payment Request, sign it, and submit it and the notice to the District and the Architect. If the Project Manager and/or Inspector of Record disapprove any Progress Payment Request, in whole or in part, they will submit it and the notice to the District and the Architect, with a separate reasonably-detailed description of the reason(s) for recommending such disapproval.

21.13 Architect Decisions Regarding Progress Payment Requests.

21.13.1 Architect Review of Recommendations. The Architect shall review any recommendations from the Project Manager and/or Inspector of Record provided pursuant to Section 21.12 of these General Provisions. If the Project Manager and/or Inspector of Record recommend disapproval of all or a portion of any Progress Payment Request, the Architect, to the extent it deems reasonably necessary, will: (i) review the reasons the Project Manager and/or Inspector of Record have recommended disapproval; (ii) request additional information from the District, Project Manager, Inspector of Record, Contractor and/or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work; and/or (iii) undertake such other actions as will permit the Architect to determine if there is any justifiable reason for such disapproval. 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.

21.13.2 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, the Architect will provide written notice to the District, Project Manager, Inspector of Record and the Contractor regarding whether the Architect approves or disapproves the Progress Payment Request, in whole or in part.

21.13.3 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.

21.13.4 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 21.13.2 of these General Provisions, 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 21.8 of these General Provisions. 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.

21.14 Withholding of Retention from Payments to Contractor. In addition to any amount(s) withheld from any Construction Progress Payment in accordance with Section 21.15 of these General Provisions, the District shall withhold from each Construction Progress Payment (other than 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"). Notwithstanding the foregoing, after the Work is at least fifty percent complete, if the District Board determines that the Work is satisfactorily progressing, the District Board, in its sole discretion, may pay some or all of the remaining Construction Progress Payments (other than the final Construction Progress Payment) in full to the Contractor. Subject to the District's right to withhold some or all of the Retention pursuant to Section 21.15 of these General Provisions or otherwise as provided by the Contract or applicable law, the District will pay the Retention to the Contractor, as the final Construction Progress Payment, pursuant to Section 21.17 of these General Provisions. The District shall not be required to pay any interest on any Retention withheld pursuant to this Section 21.14. 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. Subject to any restrictions in Public Contract Code Section 22300, the District shall have the right to direct or approve any or all such securities.

21.15 Additional Deductions and Withholdings.

21.15.1 Authority and Reasons. The District, in its sole discretion, may, as applicable, deduct or withhold from any Construction Progress Payment (including, without limitation, the final Construction Progress Payment), or from any other amount payable to the Contractor pursuant to the Contract, any amount(s) the District determines is(are) reasonably necessary if there is reasonable evidence that any one or more of the following situations exists:

(i) the Contractor has failed to perform any portion of the Work, or perform any other of its obligations pursuant to the Contract, in accordance with the Contract Documents;

(ii) the Contractor has failed to correct any defective or otherwise improper portions of the Work within a reasonable time after notice or other time required pursuant to the Contract Documents;

(iii) the Contractor has failed to perform any portion of the Work in accordance with the Master Construction Schedule or any milestones set forth therein, or some or all of the Work most likely cannot be completed within the required time(s);

(iv) the Contractor most likely will not be able to complete all remaining Work for the unpaid balance of the Contract Price;

(v) the Contractor has failed to perform any portion of the Work, or otherwise perform any obligation in connection with the Work, in accordance with any applicable law, rule, regulation, ordinance or

other governmental requirement, and the District or any federal, State, or local governmental agency has given notice that a penalty will, therefore, be assessed against the Contractor;

(vi) the Contractor has failed to timely pay all amounts due to any Subcontractor, materialman or other person or entity that has provided labor, materials, services, goods or other things in connection with the Work; or any such person or entity has filed, or most likely will file, a claim, stop notice, or lien in connection with the Work;

(vii) the Contractor has failed to pay prevailing wages as required;

(viii) the Contractor is responsible or liable, as provided by the Contract Documents, for reimbursing costs and/or expenses incurred or advanced in connection with the Work by the District or any Subcontractor, materialman or other person or entity, including, without limitation, any testing and/or inspection costs arising from failed tests or inspections;

(ix) the Contractor has failed to furnish or to timely furnish any information, documentation or other things required pursuant to the Contract Documents, including, without limitation, updates of the Schedule of Values, shop drawings, product data sheets, samples, verified reports, *et cetera*;

(x) the Contractor has included false or erroneous statements or estimates in any documents or certification required pursuant to the Contract Documents, including, without limitation, any Change Order estimates and Progress Payment Requests;

(xi) as provided in the Contract Documents or otherwise, the Contractor is responsible or liable, or most likely is responsible or liable, for damages, costs, expenses and/or other amount(s) incurred by the District or any of its contract representatives, or any Subcontractor, materialman or other person or entity, in connection with the Work or the Project; or

(xii) the District has assessed liquidated damages against the Contractor.

21.15.2 Amount and Application. The District may withhold such amount(s) pursuant to Subsection 21.15.1 of these General Provisions as the District deems reasonably necessary and appropriate to protect the District or any of its contract representatives, or any Subcontractors, any materialmen and/or any other persons or entities, from any and all liabilities arising from or in connection with any one or more of the situations described in Subsection 21.15.1 of these General Provisions or as otherwise provided in the Contract Documents. The District, in its reasonable discretion, may apply any such withheld amount(s) to pay in connection with, or to otherwise satisfy or correct, any situation described in Subsection 21.15.1 of these General Provisions, or may hold such funds until such time as the Contractor resolves any and all such situations. In using any withheld amount(s) to pay or otherwise satisfy or correct any such situation, the District, to the extent necessary, shall be deemed and construed to be an agent of the Contractor, and any and all such payments shall be deemed and construed to have been paid on account of the Contract Price and shall in the same amount reduce any future payments to the Contractor pursuant to the Contract. The District shall not be required to obtain any judicial determination in regard to any situation described in Subsection 21.15.1 of these General Provisions, or in regard to any obligation in connection therewith to so pay or use any withheld amount(s). The District shall not be liable to Contractor for withholding any funds or making any payments (or for payment of interest on the amount(s) of either) done or made in good faith. The District will provide to the Contractor an accounting of any and all amount(s) withheld pursuant to this

Section 21.15 and retained and/or expended by the District pursuant to this Subsection 21.15.2. At such time as all reason(s) for withholding any funds pursuant to this Section 21.15 have been resolved or corrected, the District shall release to the Contractor, if then due pursuant to the Contract, any of such funds remaining after expenditures by the District pursuant to this Subsection 21.15.2. Notwithstanding anything to the contrary, if the District has withheld funds from the Contractor because it assessed damages or other costs against the Contractor in accordance with the Contract, or because the funds were otherwise due from the Contractor to the District in accordance with the Contract, the District shall be entitled to interest at the maximum legal rate.

21.16 District 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 amounts withheld in accordance with Sections 21.14 and/or 21.15 of these General Provisions (each a "Construction Progress Payment"). The District shall pay each such Construction Progress Payment (other than 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. The District will pay the final Construction Progress Payment to the Contractor as provided in Section 21.17 of these General Provisions.

21.17 Final Payment of Retention. The District shall release and pay to the Contractor any and all Retention, as the final Construction Progress Payment, less any amount(s) the District deems necessary to withhold pursuant to Section 21.15 of these General Provisions, 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. If some or all of the Retention is held in the form of securities, the District shall release such securities in accordance with the foregoing. As a condition precedent to the District's obligation to make the final payment, the Contractor must submit with its final Progress Payment Request an executed copy of the "Conditional Waiver and Release (Final Payment)" form included in the Required Project Forms for each of the Contractor and each Subcontractor, materialman or other person or entity that provided any labor, services, materials or equipment in connection with the Work. Each Conditional Waiver and Release (Final Payment) must be duly-executed and must contain an original signature of the person who has executed it. In the event the District releases 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 22.10 of these General Provisions have been satisfied.

21.18 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 law, 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.

21.19 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 (including, without limitation, the final Construction Progress Payment), be deemed or construed to constitute:

(i) a release by the District of the Contractor from any of its obligations pursuant to the Contract;

(ii) a representation by the District that any information submitted by the Contractor to substantiate any payment amount is accurate or was verified;

(iii) a representation by the District that payments to Subcontractors, materialmen and others as required were verified or confirmed;

(iv) a representation by the District that the Work complies in all respects with the requirements of the Contract Documents;

(v) a representation by the District that the means, methods, techniques, sequences or procedures used in performing the Work were reviewed and/or approved;

(vi) an approval by the District of any means, methods, techniques, sequences or procedures used in the Work;

(vii) an approval by the District 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 by the District 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, whether or not prior to final payment pursuant to Section 21.17 of these General Provisions; or

(x) a release by the District of the Contractor or its surety or sureties from responsibility for damages arising from the Work.

21.20 Contractor Must Timely Pay Subcontractors. If any portion of any payment to Contractor pursuant to Section 21.16, Section 21.17, or other provision of the Contract Documents, is attributable to Work for which any Subcontractor, materialman, or other person or entity is entitled to payment, the Contractor must use such funds received from the District to pay such Subcontractor, materialman, or other

person or entity to the extent of its interest in such funds. Unless agreed otherwise in writing, the Contractor must pay each such Subcontractor, materialman and other person and entity within ten days after the Contractor receives payment from the District or as otherwise required by law. If the Contractor has withheld Retention from any Subcontractor, materialman or other person or entity, then, subject to other applicable law, within seven days after receiving payment of some or all of the Retention withheld by the District, the Contractor must pay each such Subcontractor, materialman, or other person or entity their respective shares of the amount(s) received from the District. The Contractor must include the foregoing requirements in each Subcontract, in order to ensure that lower-tier Subcontractors, materialmen and other persons and entities are paid within the time periods specified in this Section 21.20.

21.21 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.

21.22 Unconditional Waivers and Releases After Final Payment. As a continuing obligation of the Contractor after final payment pursuant to Section 21.17 of these General Provisions, 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 included in the Required Project Forms for each of the Contractor and 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 who has executed it. Without limiting any other rights the District may have, in the event the Contractor defaults on its obligations pursuant to this Section, the District, in its sole discretion, may initiate proceedings to declare the Contractor a non-responsible bidder for a period of up to five years from the date of such declaration.

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PART 22
TERMINATION AND OTHER REMEDIES

22.1 Cause for Termination of Contractor's Right to Perform Work. 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 refuses or fails to perform the Work or any component thereof in accordance with the Contract Documents;

(ii) the Contractor refuses or fails to perform any portion of the Work within the time required pursuant to the Master Construction Schedule and thereby adversely affects the critical-path construction of the Project;

(iii) the Work is not, or reasonably will not be, fully completed within the Contract Time;

(iv) the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers and/or proper materials;

(v) the Contractor persistently or repeatedly is absent from the Project Site without reasonable excuse;

(vi) the Contractor fails to timely and fully pay any Subcontractors, materialmen, or other persons or entities the funds to which they are entitled in connection with the Work;

(vii) the Contractor or any Subcontractor, materialman or other person or entity that furnishes labor, materials, services or other things in connection with the Work unreasonably, persistently or repeatedly disregards any one or more laws, ordinances, rules, regulations, or orders of governmental entities with competent jurisdiction;

(viii) the Contractor becomes the subject of any voluntary or involuntary bankruptcy proceeding, the Contractor assigns any significant portion of its assets for the benefit of its creditors, any court determines or declares that the Contractor is bankrupt or insolvent, or a trustee or receiver is appointed to manage or otherwise control the Contractor's assets; or

(ix) the Contractor or any Subcontractor, materialman or other person or entity that furnishes labor, materials, services or other things in connection with the Work violates any of the material provisions of the Contract.

Section 22.2 Opportunity to Cure and Termination for Cause. At any time the Contractor has defaulted on its obligations pursuant to the Contract in any one or more of the ways specified in Section 22.1 of these General Provisions, 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 shall have ten days from receipt of a Notice of Intent to Terminate for Cause to resolve, correct or cure the reasons for termination specified in the Notice of Intent to Terminate for Cause, or to make arrangements satisfactory to the District for such resolution, correction or cure, and if the Contractor does not, the District may terminate the Contractor's right to perform the Work by providing a written notice of termination ("Notice of

Termination for Cause") to the Contractor and its surety. A termination pursuant to this Section shall be effective immediately upon receipt by the Contractor of the Notice of Termination for Cause. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law: (i) for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination; (ii) for the costs to perform all Work remaining after the termination; and (iii) for any and all damages incurred by the District as a result of the Contractor's default and/or termination pursuant to this Section.

22.3 Surety and District Rights to Perform Work After Termination for Cause. In the event the District issues a Notice of Termination 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 Termination for Cause and (ii) commence performance of the Contract within twenty days after receipt of the Notice of Termination 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.

22.4 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 22.3 of these General Provisions, 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 22.4, HOWEVER, NO FAILURE TO DO SO WILL INVALIDATE SUCH REQUIREMENTS**.

22.5 Contractor Compensation After Termination for Cause. In the event the Contractor's right to perform the Work is terminated pursuant to Section 22.2 of these General Provisions, 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 18.9 of these General Provisions; and (ii) only if the total of the cost to the District to complete the Work plus any damages as described in Section 22.2 of these General Provisions is less than the unpaid portion of the Contract Price as adjusted in accordance with the Contract. If the total of such costs and damages exceeds such unpaid portion of the Contract Price, 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.

22.6 Termination for Convenience of Contractor's Right to Perform Work. 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. By way of example and not limitation, the District may determine that termination is necessary because funding or other approvals have been rescinded,

necessary funding is or becomes unavailable, the Project is substantially damaged or destroyed, a governmental authority stops the Work for an indeterminate amount of time, a ruling by a court or governmental agency significantly and adversely affects the Project, or the Work is stopped or is made impractical or infeasible for some other reason. In the event of any such determination, the District shall provide written notice to the Contractor of the termination ("Notice of Termination for Convenience"). District termination pursuant to this Section 22.6 of any or all of the Work shall not be deemed or construed to relieve the Contractor's surety of its obligations in regard to any just claims arising out of or relating to the Work. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.

22.7 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) complete any portion of the Work as specified in the Notice of Termination for Convenience 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.

22.8 Documenting Costs After Termination for Convenience. Within fourteen days after the effective date of a termination for convenience pursuant to Section 22.6 of these General Provisions, the Contractor must submit to the District all documentation required pursuant to Section 21.8 of these General Provisions 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 incurred as a result of termination for convenience pursuant to Section 22.6 of the General Provisions of the Contract."

22.9 Compensation After Termination for Convenience. In the event of a termination for convenience pursuant to Section 22.6 of these General Provisions, subject to receipt of reasonable substantiating documentation as described in Section 22.8 of these General Provisions, the District shall pay to the Contractor an amount equal to the total of: (i) all 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; (ii) a reasonable allowance for profit on the actual costs established pursuant to the foregoing clause (i), 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 established pursuant to the foregoing clause (i); 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 established pursuant to the foregoing clause (i). Notwithstanding anything to the contrary, in no event shall the total amount payable to the Contractor pursuant to this Section 22.9 exceed the

proportionate amount of the Contract Price attributable to the terminated portion of the Work satisfactorily completed prior to termination, consistent with the then-most recent approved Schedule of Values.

22.10 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 22.10, subject to receipt of reasonable substantiating documentation as described in Section 22.11 of these General Provisions, the District shall pay to the Contractor an amount equal to the total of all actual costs incurred by the Contractor in accordance with the provisions of the Contract Documents attributable to the portion of the Work that the Contractor satisfactorily completed prior to termination, but not previously paid by the District. If a termination by the Contractor pursuant to this Section 22.10 is the result of a failure by the District to pay any substantial undisputed sum as described above, or otherwise is solely the fault of or caused by the District or any of its contract representatives, then, subject to receipt of reasonable substantiating documentation as described in Section 22.11 of these General Provisions, the District also shall pay to the Contractor: (i) a reasonable allowance for profit on the actual costs established pursuant to this Section, 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 such actual costs; and (ii) 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 established pursuant to this Section. Notwithstanding anything to the contrary, in no event shall the total amount payable to the Contractor pursuant to this Section 22.10 exceed the proportionate amount of the Contract Price attributable to the portion of the Work satisfactorily completed prior to termination, consistent with the then-most recent approved Schedule of Values. In the event of termination by the Contractor pursuant to this Section 22.10, the Contractor shall have no Claim(s) against the District except with respect to Work that the Contractor performed prior to termination. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.

22.11 Documenting Costs After Termination by Contractor for Cause. Within fourteen days after the effective date of a termination by the Contractor for cause pursuant to Section 22.10 of these General Provisions, the Contractor must submit to the District all documentation required pursuant to Section 21.8 of these General Provisions 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 incurred as a result of termination by Contractor for cause pursuant to Section 22.10 of the General Provisions of the Contract."

22.12 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 22.1 of these

General Provisions, the District, in its sole discretion and after notice as provided in this Section 22.12, 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 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 22.12 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 22.12 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 and completed by the District in good faith.

22.13 Declaring Contractor a Non-Responsible Bidder. Without limiting any other rights the District may have, in the event the Contractor defaults on its obligations pursuant to the Contract in any one or more of the ways specified in Section 22.1 of these General Provisions, the District, in its sole discretion, may initiate proceedings to declare the Contractor a non-responsible bidder for a period of up to five years from the date of such declaration.

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PART 23
INDEMNIFICATION OF DISTRICT AND OTHERS

23.1 Indemnification of District and its Representatives. Subject to the provisions of Section 23.4 of these General Provisions, the Contractor shall indemnify, defend, and hold-harmless the District, Architect, Project Manager, and Inspector of Record, and each of them individually (each a "District Indemnitee") 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: (i) arising from personal injury (including death) or property damage that occurs in connection with the performance of the Work by the Contractor or any Subcontractor or other person or entity; (ii) arising from any act or omission by 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; and (iii) as expressly required pursuant to these General Provisions and other Contract Documents. Without limiting the foregoing, the Contractor shall be required to indemnify, defend and hold the District Indemnitees harmless from and against all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, expenses and/or other liabilities arising from, among other things: (i) loss of use of any property; (ii) any failure or alleged failure by the Contractor or any Subcontractor or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work to comply with the Contract Documents or any applicable law, ordinance, rule, regulation or other governmental requirement; (iii) any other loss, damage, expense, *et cetera*, sustained by any person or entity in connection with the performance of the Work; (iv) any dispute between Contractor and any Subcontractor, materialman, surety, or other person or entity, including, without limitation, any payment, stop notice, or lien disputes; (v) any breach or alleged breach of any express or implied warranty by the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, or other things in connection with the Work; and (vi) 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

23.2 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 23.1 of these General Provisions 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. If the District or any of its officers, employees, or agents is named in any claim, demand, action or other proceeding, the defense counsel must be 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 pursuant to Section 23.1 of these General Provisions or other provisions of the Contract, 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 Section 23.1 of these General Provisions and this Section 23.2, 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.

23.3 Indemnification of Officers, Employees, and Agents of District Indemnitees. For purposes of each and every obligation of the Contractor set forth in these General Provisions and other Contract Documents to indemnify, defend and/or hold-harmless any party, the reference to the indemnified party (including, without limitation, the District, Architect, Project Manager and Inspector of Record, as applicable) shall be deemed and construed to require that the Contractor also indemnify, defend and hold-harmless, to the same extent, the officers, employees, agents, consultants and other representatives of the party.

23.4 Limitation on Contractor Indemnification Obligations. Notwithstanding anything to the contrary, the Contractor shall not be responsible or liable pursuant to Sections 23.1, 23.2 or 23.3 of these General Provisions, 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, in which event the District and the Contractor shall be responsible and liable on a comparative basis.

23.5 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 23 of these General Provisions.

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PART 24
CLAIMS AND LEGAL PROCEEDINGS

24.1 Requirements and Procedures for Filing Claims Are Mandatory. This Part 24 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 a "Claim"). **IF THE CONTRACTOR FAILS TO FILE ANY CLAIM IN STRICT ACCORDANCE WITH CERTAIN REQUIREMENTS AND PROCEDURES DESCRIBED IN THIS PART 24, 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.**

24.2 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 21.17 of these General Provisions, 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.**

24.3 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 to be considered in connection with the review, analysis, and rejection or approval of the Claim.

24.4 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. An Authorized Contractor Officer 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.

24.5 Prerequisites for Filing Delay Claims. **NO CLAIM FILED BY THE CONTRACTOR THAT DEMANDS AN EXTENSION OF THE CONTRACT TIME AND/OR AN INCREASE IN THE CONTRACT PRICE BASED ON A DELAY IN THE WORK SHALL BE VALID, AND THE DISTRICT SHALL NOT BE REQUIRED TO CONSIDER ANY SUCH CLAIM, UNLESS THE CONTRACTOR DEMONSTRATES PRIOR COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 13.10 THROUGH 13.13, INCLUSIVE, OF THESE GENERAL PROVISIONS.** If the District disapproves a Change Order Request submitted in accordance with Section 13.13 of these General Provisions, the period in which the Contractor may file a related Claim shall commence upon receipt by the Contractor of notice of such disapproval.

24.6 Method of Filing Claims. The Contractor must file each complete Claim (i.e., each Claim that satisfies the requirements of Sections 24.1 through 24.5, inclusive, of these General Provisions) by delivering it to the District, with copies to the Architect, Project Manager, 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).

24.7 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 24.7 OR IN THE PCC CLAIMS PROCEDURES SHALL BE DEEMED OR CONSTRUED TO SUPERSEDE THE REQUIREMENTS OF SECTIONS 24.1 THROUGH 24.6, INCLUSIVE, OF THESE GENERAL PROVISIONS, WHICH ARE APPLICABLE TO EACH AND EVERY CLAIM ARISING FROM THE WORK OR THE CONTRACT.**

24.8 District Requests for Additional Information. At all times that a Claim is pending, the District, Architect and/or Project Manager 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.

24.9 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 Project Manager 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 24.8 of these General Provisions; (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 24.9; (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.

24.10 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 24.9 of these General Provisions, the Architect will provide notice of such approval to the Contractor and will, thereafter, prepare or obtain and process a Change Order that appropriately documents the resolution of the Claim.

24.11 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 24.9 of these General Provisions, the Architect will provide notice of such disapproval to the Contractor. Subject to the provisions of Section 24.15 of these General Provisions, 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 24.12 of these General Provisions, the Contractor may pursue any remedy available to the Contractor in accordance with the Contract.

24.12 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 Project Manager will schedule a mandatory meeting of the Contractor and the District, Architect, Project Manager 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 24.12 shall be a condition precedent to the Contractor initiating any action, arbitration, or other legal proceeding arising from the Claim.

24.13 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.

24.14 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, Project Manager and Inspector of Record, will issue a written ruling on the Claim to the District and the Contractor. The Architect will issue its ruling within thirty days of the notice given pursuant to Section 24.12 of these General Provisions that terminated the informal efforts to resolve the Claim. 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 Contract Price 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 24.15 of these General Provisions, if the Contractor disagrees with the Architect's ruling, the Contractor may pursue any remedy available to the Contractor in accordance with the Contract.

24.15 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 24.11 of these General Provisions if the District has not initiated informal Claim-resolution efforts, or a ruling on the Claim by the Architect pursuant to Section 24.14 of these General Provisions 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, Architect and Project Manager, 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 24.8 of these General Provisions, plus any other authorized extensions; (ii) the Architect has failed to take any action pursuant to Section 24.9 of these General Provisions within twenty days or such extended time as indicated pursuant to clause (ii) of the first sentence of Section 24.9 of these General Provisions, plus any other authorized extensions; (iii) the Architect has failed to take any action within an agreed time limit; or (iv) the District, because it is a public entity, has a statutory obligation or right pursuant to applicable law to impose or assess remedies and/or penalties (e.g. penalties for Labor Code violations).

24.16 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 Architect Field 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 24.18 of these General Provisions, after the Project has been completed or the Contract has been terminated.

24.17 Resolving Disputes Through Binding Arbitration. In the event of a dispute, the District and the Contractor may agree in writing to resolve any Claim through binding arbitration. In such event, the

District and Contractor shall attempt within thirty days thereafter to agree on the arbitrator who will conduct the arbitration. If the parties cannot so agree, they shall request that the presiding judge of the Superior Court for the County designate an arbitrator with experience in public works construction. The District and the Contractor each shall pay one-half of the cost of the arbitration. The arbitrator shall establish procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory, regulatory, administrative and decisional law that is applicable to the dispute. If a party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled, as part of its costs to be fixed by the court, reasonable attorneys' fees and expenses incurred in connection with such proceedings. The surety that issued the Performance Bond and/or Payment Bond shall be made a party to any such arbitration and shall be fully bound by any decision of the arbitrator.

24.18 Resolving Disputes in Court of Competent Jurisdiction. If any Claim is not resolved in accordance with the procedures set forth in this Part 24 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 18.9 of these General Provisions; (ii) completion of the Project has occurred as defined in Subsection (c) of Public Contract Code Section 7107; or (iii) the Contract in its entirety 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 24 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 24 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 24.18.

24.19 Neither Party's Remedies are Limited. Except as expressly stated in these General Provisions 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 24.

24.20 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.

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PART 25
MISCELLANEOUS PROVISIONS

25.1 Entire Understanding and Agreement. The Contract, as defined in these General Provisions 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.

25.2 Provisions Required by Law Deemed Included. Each and every provision required by law 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 law is not 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.

25.3 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.

25.4 Captions and Headings. Any and all captions or headings for the Parts, Sections, Subsections and other provisions of these General Provisions 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.

25.5 No Third-Party Beneficiaries of Contract. Except to the extent provided by law (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 law intended to benefit any third party. Provisions of the Contract Documents that relate to or permissibly expand on any provision of law intended to benefit any third party, but are not necessary for compliance with that law, 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.

25.6 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.

25.7 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.

25.8 Requirements of Contract are Severable. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of the Contract 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 underlying the invalid or unenforceable provision or requirement.

25.9 Assignment of Anti-Trust Claims. As provided in Government Code Section 4552, in having submitted its bid for the Work, the Contractor thereby offered and agreed to assign 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.

25.10 Service of Demands and Other Notices. Unless the Contract Documents expressly provide otherwise with respect to any particular circumstance, demands and other notices required or to be given pursuant to the Contract Documents must be in writing and must be given or served in accordance with this Section 25.10. Each such 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 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); or (iv) FedEx, U.P.S. or other reliable, private delivery service (with signature of recipient obtained on electronic or other delivery receipt). Notices sent to the District must be addressed and delivered to each of the Authorized District Officers identified in the Special Provisions, at the District's main administrative offices, and copies of each such

notice must be sent to the Architect and the Project Manager. Notices sent to the Contractor must be addressed and delivered to either the Job Superintendent or any of the Authorized Contractor Officers. Any such notice shall be deemed given or served only upon receipt by the addressee. The requirements of this Section 25.10 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 or to service of process in accordance with applicable law or rules of court. 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 25.10.

25.11 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.

25.12 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 Provisions.)

SPECIAL PROVISIONS

1. ***District Representatives/Project Managers.*** The Authorized District Officer for the Project is Shane Pinnell, Assistant Director of Technology at (909) 581-2429 or via email at shane.pinnell@puhsd.org

2. ***Contract Term.*** The District is seeking a contract term of 15 months commencing on July 1, 2016 and will begin at the written direction of the Director of Purchasing for any or all site(s). The contract is dependent upon the District receiving E-Rate funding.

3. ***Commencement and Duration of Work.*** The Contractor shall complete all Work in accordance with any and all schedule milestones established for the Project pursuant to the Master Construction Schedule and other Contract Documents and within a total of ***ninety (90)*** **consecutive calendar days** after the Commencement Date. Such milestone periods and time for completion of the Work shall be deemed to include any and all federal and state holidays observed by the Contractor and/or any of its Subcontractors. In submitting its bid, the Contractor is deemed to have accepted and agreed that performance of the Work within such total period and in accordance with all such milestones is reasonable and attainable.

4. ***Project Site Not Immediately Available.*** If the Project Site is not immediately available to the Contractor as of the Commencement Date (e.g., due to coordination with other contractors or priority of work on the Project) the Contractor must use the time prior to commencing the Work for administrative tasks and initial mobilization, and shall coordinate such activities with the Project Manager.

5. ***Strict Scheduling Requirements for Operating Schools.*** The Contractor acknowledges that the District has scheduled the Work for a specific time period, in order to promote the best usage of school facilities, to provide an appropriate learning environment for students, and to avoid interference with the District's educational, recreational and other programs. Contractor further acknowledges that strict compliance with scheduling requirements for the Work is mandatory in order to accomplish the foregoing goals. Therefore, in submitting a bid for the Work, the Contractor is deemed to have agreed that it will have materially breached the contract if it fails to do all things necessary to timely complete the Work, including, without limitation, failing to provide submittals within the time required by the Contract Documents or to provide an adequate workforce or proper and sufficient materials and equipment.

6. ***Time For Submitting Required Contract Forms.*** The Required Contract Forms include various form documents that the Contractor must complete and submit in connection with the execution of the Contract. If the time, situation, or condition for submitting any such form document is not specified in the form, General Provisions or other Contract Documents, or is not readily apparent from context, the Contractor must submit such form within seven days of the date of the Notice of Award or prior to the Commencement Date, whichever is sooner.

7. ***Sole-Source Items.*** The District Board has by resolution made findings that the materials, products, things and/or services specified in this Section 7 (each a "Sole-Source Item") are necessary for reasons permitted in accordance with Public Contract Code Section 3400, and no substitutions shall be permitted with respect to any such Sole-Source Item. Each of the following is a Sole-Source Item:

(i) ***Not Applicable***

8. Additive and/or Deductive Alternates. The District requires that separate prices be submitted for each of the additive and/or deductive alternates described generally in this Section 8 and in more detail in the other Bid Documents. Failure of a bidder to submit separate prices for such alternates shall result in its bid being rejected as non-responsive. The required alternates for the Project are as follows:

(i) ***Not Applicable***

9. Minimum Insurance Requirements. The Contractor must obtain and maintain, and must require that each Subcontractor obtain and maintain, Insurance Policies as required pursuant to Part 6 of the General Provisions and having the following minimum coverage amounts:

(i) General Liability (including operations, products and completed operations) $1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be at $2,000,000.00 or higher.

Umbrella Excess Liability: If CONTRACTOR'S Contract (total bid price) is expected to be more than $5000,000.00 the following excess liability coverage is required:

$4,000,000.00 Over Primary insurance

(ii) Automobile Liability:

$1,000,000.00 per accident for bodily injury and property damage.

(iii) Workers' Compensation:

As required by the State of California

(iv) Employers' Liability

$1,000,000.00 each accident; $1,000,000.00 policy limit bodily injury by disease; $1,000,000.00 each employee bodily injury by disaster.

(v) Contractors Pollution – Asbestos Legal Liability

$1,000,000.00 each occurrence - $2,000,000.00 policy aggregate including errors and omissions.

10. Owner Controlled Insurance Program. The District may implement a program of owner-controlled, wrap-around, or similar insurance coverage ("OCIP"), through a joint-powers insurance cooperative of which the District is a member or otherwise. The OCIP will provide certain insurance coverage in connection with the Project for the District, the Contractor and the Subcontractors. A minimum level of participation by qualified contractors is required for the OCIP. Among other requirements, the Contractor and each Subcontractor must submit an application and qualification information to the OCIP administrator. If applicable, the OCIP requirements are described in detail in Supplementary Special Provisions included in

the Contract Documents. The OCIP requirements described in Section 6.2 of the General Provisions and the Supplementary Special Provisions described in this Section 11 shall:

___ be in effect and apply to the Contract.
_X__ NOT be in effect and apply to the Contract.

11. District All-Risk Policy. A District All-Risk Policy, as described in Section 6.3 of the General Provisions, shall:

___ be in effect and apply to the Contract.
_X__ NOT be in effect and apply to the Contract.

12. Applicability of Compliance Monitoring Requirements. Labor-law compliance monitoring by the DIR and/or CMU, as described in the Contract Documents, shall:

___ be in effect and apply to the Work.
_X__ NOT be in effect and apply to the Work.

13. Pre-Construction Labor-Law Conference. The District will conduct a pre-construction conference to discuss labor-law requirements applicable to the Work. **Attendance at the conference is mandatory. The Contractor and each of its listed Subcontractors must attend.** The conference will occur on ***February 3, 2016 at 9:00am at the Perris Union High School District Office, 155 East 4th St., Perris, CA 92570.***

14. Regular Working Hours. For purposes of Section 13.9 of the General Provisions, "Regular Working Hours" shall mean any day **including weekends** if the contractor deems necessary, inclusive: ***[check whichever applies]***

_X__ **School Not In-Session:** between the hours of: _6:30__ a.m. and __4:00_ p.m. unless otherwise specified in the project schedule.
_X__ **School In-Session:** between the hours of: _4:00__ p.m. and __10:00_ p.m. unless otherwise specified in the project schedule.
___ 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.

15. Liquidated Damages. If a party is responsible for any liquidated damages in accordance with the General Provisions, the agreed amount of the liquidated damages, for each day or portion thereof, shall be $***1,000.00.***

16. Background Checks. The District has considered the totality of the circumstances concerning the Project and determined that Section 10.3 of the General Provisions shall:

_X__ be in effect and apply to the Contract.
___ NOT be in effect and apply to the Contract.

17. Stormwater Control Requirements. The NPDES and SWPPP requirements set forth in Section 8.13 of the General Provisions shall:

___ be in effect and apply to the Contract.
_X__ NOT be in effect and apply to the Contract.

18. Applicability of DVBE Requirements. The DVBE requirements set forth in Section 10 of the Instructions For Bidders shall:

___ apply to the Contract.
_X__ NOT apply to the Contract.

19. DVBE Advertising. If Section 19 of these Special Provisions makes the DVBE requirements set forth in Section 10 of the Instructions For Bidders applicable to the Contract, the Project Manager will:

___ advertise for DVBE in connection with the Project.
_X__ NOT advertise for DVBE in connection with the Project.

20. Retention. Public Contract Code Section 7201, among other things, permits the District to withhold Retention in excess of five percent if the District Board finds during a properly-noticed and normally-scheduled public hearing conducted prior to bidding of a project that the project is substantially complex and, therefore, requires a higher retention amount, and such finding and the required Retention amount is specified in the bid documents for the project. The District Board or its designee has, in the case of the Project:

___ made a finding, as specified in Section 22 of these Special Provisions, that Retention in excess of five percent is required for the Project.
_X__ NOT made a finding that Retention in excess of five percent is required for the Project.

21. Finding Regarding Retention. If Section 21 of these Special Provisions indicates that the District Board or its designee has made a finding that the Project is substantially complex and, therefore, requires Retention in excess of five percent, such finding is as follows: ***Not Applicable***

22. Required Retention. If Section 21 of these Special Provisions indicates that the District Board or its designee has made a finding that the Project is substantially complex and, therefore, requires Retention in excess of five percent, then, notwithstanding Section 21.14 of the General Provisions, the Retention required for the Project shall be: ***Not Applicable***

23. Copies Furnished By District. The District will provide 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.

24. Miscellaneous Requirements Applicable to Operating Schools. The following shall apply to the Work if the Project involves work on or at an existing, operating school:

(i) No materials, equipment, *et cetera*, may be delivered to the Project Site between the hours of 7:45 a.m. - 8:30 a.m. or 2:15 p.m. - 2:45 p.m. on any school day.

(ii) No materials and/or personal vehicles may be placed or parked in any fire lane on or adjacent to the Project Site. A construction vehicle or machinery then being used in connection with the Work may be parked in any such fire lane only temporarily and, if unattended, the vehicle or machinery must remain unlocked and the key thereto left in the ignition switch so that it can be moved if necessary, but the Contractor shall at all times remain liable for any injury or damage resulting from unauthorized or improper use of the vehicle or machinery by others.

(iii) Not more than one vehicle per trade will be permitted on the Project Site at any one time. All tools, materials, equipment, *et cetera*, are to be dropped off and vehicles removed from the Project Site immediately. Vehicles used in connection with the Work must be legally parked on public streets in the vicinity of the Project Site, and no such vehicles may be parked in the school parking lot.

(iv) The Contractor must coordinate with the Project Manager all traffic and pedestrian control required for the operations of the Contractor and its Subcontractors and suppliers.

(v) All areas of the Project Site on which the Work is to occur may not be available at the same time, and the Contractor may need to mobilize more than once to complete the Work.

(vi) Existing landscaped areas and plants on and adjacent to the Project Site must be avoided and otherwise protected, and the Contractor shall be responsible for repairing any damage to landscaping, irrigation systems, and plants.

26. Defined Terms. Capitalized terms used, but not defined, in these Special Provisions shall have the meanings ascribed to such terms in other of the Contract Documents.

(End of Special Provisions.)

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of ***INSERT DATE***, by and between the Perris Union High School District ("District"), a California public school district, and ***CONTRACTOR'S NAME*** ("Contractor"). In consideration of their respective rights and obligations pursuant to this Construction Services Agreement, the District and the Contractor agree as follows:

Section 1. ***Project.*** This Construction Services Agreement applies to the following Project:
E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points

Section 2. ***Scope of Work.*** The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").

Section 3. ***Component Parts of the Contract.*** This Construction Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. 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, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

(i) Notice Inviting Bids;
(ii) E-Rate Supplemental Terms and Conditions
(iii) Instructions for Bidders
(iv) Scope of Work
(v) Outdoor WiFi Location Details
(vi) IDF Locations
(vii) Corner Mount Details
(viii) PUHSD Master Specifications for Data Cabling Infrastructure
(ix) Bid Form
(x) Bid Bond
(xi) Designation of Subcontractors
(xii) Non-Collusion Declaration
(xiii) Certification Page
(xiv) Information Required of Bidders
(xv) Iran Contracting Act Certification Form
(xvi) Certification Regarding Contractor Registration
(xvii) General Provisions
(xviii) Special Provisions
(xix) Addenda Nos.
(xx) Construction Services Agreement
(xxi) Performance Bond
(xxii) Labor & Materials Payment Bond
(xxiii) Contractor's Certification Regarding Workers' Comp
(xxiv) Certification of Drug Free Workplace
(xxv) Certification of Asbestos Free Materials

(xxvi) Fingerprinting Notice & Agreement
(xxvii) Contractor's Guarantee

Section 4. ***Contract Time.*** The Contractor shall mobilize and commence the Work on the date specified by the District as the date for commencing the Work ("Commencement Date") in the notice from the District directing the Contractor to proceed with the Work ("Notice to Proceed"). The District may defer issuing a Notice to Proceed as provided in the General Provisions. The Contractor must fully complete the Project within the overall number of consecutive days specified in the Special Provisions ("Contract Time") and in accordance with the Master Construction Schedule approved for the Project.

Section 5. ***Contract Price.*** As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: ***CONTRACT PRICE*** dollars ($***)***. The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. ***Defined Terms.*** Capitalized terms used, but not defined, in this Construction Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 7. ***Due Authority of Signatories.*** Each person signing this Construction Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Services Agreement and the Contract of which this Construction Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this Construction Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

Perris Union High School District
(District)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

_____
(Contractor)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Perris Union High School District identified as "District", has given to _____ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we, the Principal and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California at _____, are held and firmly bound unto the District, in the sum of _____ DOLLARS ($_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____day of _____, 20_____.

PRINCIPAL_____

(Corporate Seal)

BY_____

TYPED/PRINTED NAME_____

(Corporate Seal)

TITLE_____

SURETY_____

BY_____

TYPED/PRINTED NAME_____

(Attach Attorney-in Fact Certificate)

TITLE_____

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Perris Union High School District, hereinafter called "District", has awarded to _____ hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points

WHEREAS, said principal is required by Division 3, Part IV Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 legally doing business in California at _____, are held and firmly bound unto the District, in the penal sum of _____ DOLLARS ($_____) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractor, heirs, executors, administrators; successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor, or for amounts due as withholding tax pursuant to Section 18806 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees, as shall be fixed by the court, awarded and taxed as provided in Division III, Part 4, Title XV, Chapter 7, (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

PRINCIPAL_____

(Corporate Seal)

BY_____

TYPED/PRINTED NAME_____

(Corporate Seal)

TITLE_____

SURETY_____

BY_____

TYPED/PRINTED NAME_____

(Attach Attorney-in Fact Certificate)

TITLE_____

CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees/s

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

Date: _____ _____
Contractor

By: _____
Signature

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

FINGERPRINTING NOTICE AND AGREEMENT

(Education Code Section 45125.1)

Business entities entering into contracts with the DISTRICT must comply with Education Code section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. Before any employee of a Contractor or Subcontractor may come into contact with students, the employee must be fingerprinted in the manner authorized by the California Department of Justice (DOJ). The DOJ will charge a fee for processing the fingerprint information.

2. No employee who has been convicted of or has criminal proceedings pending for a violent or serious felony may come in contact with any student.

3. No employee may come in contact with any student until the DOJ has notified the Contractor that the employee has not been convicted of a violent or serious felony.

4. The Contractor must certify to the DISTRICT in writing that no employee who may come in contact with students has been convicted of a serious or violent felony. (The certification shall be on a form substantially similar to the form attached hereto.)

5. The Contractor must provide the DISTRICT with a list of those employees who may come in contact with students.

Before any award of a contract shall become effective, the Contractor must do the following:

1.1 Comply with all requirements imposed upon contractors pursuant to California Education Code section 45125.1, and

1.2 Require any and all subcontractors retained pursuant to this bid to comply with all requirements imposed by California Education Code section 45125.1. (Such subcontractors' agreement shall be expressly stated in the subcontract.), or

1.3 Request a waiver of the Department of Justice fingerprint and criminal background investigation [1]

I have read the foregoing and agree to comply with the terms set forth above. I understand that if I am requesting a waiver it may be denied by the DISTRICT and a contract will not be issued to my company.

_____ I can comply with the law if awarded a contract

_____ I will be requesting a waiver if recommended for a contract

Signature: _____ Date: _____

Printed Name: _____ Title: _____

[1]The Contractor may request a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code §45125.1 et.Seq.

1. The Contractor and it's employees will have NO Contact with pupils (No school-site services will be provided)
2. The Contractor and it's employees will have OTHER THAN LIMITED CONTACT with pupils but assure that one (1) or more of the following methods are utilized to ensure pupil safety [EC §45125.2(a)]
    a. Installation of a physical barrier at the worksite to limit contact with pupils
    b. Continual supervision and monitoring of all employees of the Contractor by and employ of the Contractor who has not been convicted of a violent felony as ascertained by the DOJ
    c. Surveillance of employees of the Contractor by school personnel.
    d. The services provided by the Contractor are for an EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [EC §45125.1(b)]

CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government code Section 8350 et seq., the Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

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

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

1) the dangers of drug abuse in the workplace

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

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

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

a) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (1) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement

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

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

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____ _____

Contractor

_____

Signature

CERTIFICATION OF ASBESTOS-FREE MATERIALS

I, _____
(Name) please print or type (Title)

of _____, do hereby declare that to the best of my knowledge,
(Firm Name)

information, and belief that in completing the work of the **E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points** for the Perris Union High School District, no manufactured material assembly/device or item of construction will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name: _____

Title: _____

Date: _____

State of _____ County of _____

On this the _____ day of _____, 20____, before me, _____the

Undersigned Notary Public, personally appeared _____

Personally known to me, _____proved to me on the basis of satisfactory evidence to be the person(s) who executed the

within instrument, and acknowledged that _____ executed it.

WITNESS my hand and official seal.

My commission expires _____
(Notary Public)

CONTRACTOR'S GUARANTEE

To be submitted upon completion of project

We hereby guarantee that the _____, which we have installed for the **E-RATE Bid #022416 - Installation and Wiring for District Provided Access Points** has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of 1 year year(s) from the date of acceptance of the above-mentioned project by the Perris Union High School District, hereinafter referred to as the "District", ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not later than one week after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

_____

CONTRACTOR

Representatives to be contacted for service subject to terms of contract.

NAME_____

ADDRESS_____

_____

PHONE #_____

NOTARY: