

Oceanside Unified School District

RFP #2024-21-193P

District-Wide Safety & Security

Response Submittal Due on or Before:
Wednesday, July 26, 2024 – by 12:00PM

Bond Management Office
Oceanside Unified School District
2111 Mission Avenue,
Oceanside, CA 92058

Mandatory Site Walks – July 15, 2024
El Camino High School @ 9:00AM
King Middle School @ 10:00AM
Ivey Ranch Elementary School @ 10:45AM

Contact:

James McGrane
james.mcgrane@oside.us



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REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN THAT THE OCEANSIDE UNIFIED SCHOOL DISTRICT (OUSD) of San Diego County, California, acting by and through its Governing Board, is requesting proposals for services to assist the District with the estimate, application, design, assessment, implementation, documentation, and reporting requirements for installation of Safety & Security Systems. The District's Governing Board ("Board") will determine which proposal shall be accepted per Public Contract Code § 20118.2.

RFP No. 2024-21-193P
District-Wide Safety & Security

The Request for Proposal (RFP) may be obtained from the Oceanside Unified School District, 2111 Mission Avenue, Oceanside, CA 92058, or may be downloaded from the District's website at: <https://www.oside.us/departments/fiscal-services/purchasing/bids>.

Additional documents can be found via Dropbox, at:
<https://www.dropbox.com/scl/fo/dkuoe418ons5u5whm1jkh/AOHFzWem7JuvMQEd-ieVN8s?rlkey=y8wk6tiw6fhw4l2r72mm82xq0&st=ikg0qoea&dl=0>

It is the Proposer's responsibility to check the website for notification of clarification and/or responses to questions. Questions regarding this RFP shall be directed in writing to James McGrane via email at james.mcgrane@oside.us no later than **July 18, 2024, by 12:00PM**. Responses to questions or clarifications will be posted on the above website by **July 23, 2024, by 12:00PM**.

Sealed qualifications proposals must be received in the Oceanside Unified School District, Bond Management Office, 2111 Mission Avenue, Oceanside, CA 92058, up to but no later than **July 26, 2024, by 12:00PM**.

The Oceanside Unified School District (OUSD) reserves the right to reject any or all qualifications proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the qualifications proposals or in the bidding.

Notice of the request for proposals was published twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
Publication Dates:

- 1.) July 1, 2024 – July 5, 2024
- 2.) July 8, 2024 – July 12, 2024

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposal (RFP) accepted by the Oceanside Unified School District (District) shall become the exclusive property of the District. Upon opening, all qualifications proposals accepted by the District shall become a matter of public record and shall be regarded as public information, **with the exception of those elements of each proposal which are identified by the preparers as business or trade secrets and plainly marked as “trade secret,” “confidential” or “proprietary.”** Each element of a proposal that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the District in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the preparer’s request for confidentiality), the District shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

RFP #2024-21-193P—DISTRICT-WIDE SAFETY & SECURITY
SECTION I: INTRODUCTION

The Oceanside Unified School District (District) is soliciting qualifications proposals for qualified Firms to provide estimate, application, design, assessment, implementation, installation, documentation, and reporting services required for award for Safety & Security Systems located at fifteen (15) school site locations, in accordance with the process proscribed in Public Contract Code section 20118.2. This RFP describes the background and services needed, the selection process and the minimum information that must be included when responding to this RFP.

A. Proposal Submittal Due Date

Complete responses to this RFP must be submitted by mail or hand delivery, received no later than **July 26, 2024 no later than 12:00PM** at the address listed below.

Mark envelopes containing proposal “**RFP 2024-21-193P DISTRICT-WIDE SAFETY & SECURITY**” and submit to:

Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92058
Attn: James McGrane
James.mcgrane@oside.us

In order to control information disseminated regarding this Request for Proposal, interested Firms are directed not to make personal contact with members of the School Board and/or District Administration/Representatives with the exception of the individual listed in this RFP.

All questions must be submitted in writing via email no later than **July 18, 2024, by 12:00PM**. Responses to questions will be posted on the District's website at <https://www.oside.us> no later than **July 23, 2024 by 12:00PM**.

Proposer will provide two (2) hard copies and one (1) digital copy to the above.

Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this RFP does not commit the District to award a contract, or to pay any costs incurred in the preparation of a response to this request. District reserves the right to request additional information or clarification during the evaluation process. District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Oceanside Unified School District in its sole discretion.

SECTION II: BACKGROUND AND PROJECT DESCRIPTION

A. Background and Project Description

The Oceanside Unified School District proudly serves approximately 20,000 students and their families. The District covers approximately 66 square miles in the northwest quadrant of San Diego County.

OUSD is requesting that qualified and experienced firms submit proposals to provide services for assessment, procurement, installation, documentation, and commissioning required to integrate implement audiovisual safety security system into its infrastructure as a new District standard.

B. Specifications

OUSD seeks to upgrade its safety and security system, District-Wide, by integrating with the existing infrastructure and replicating the successful pilot program of enhanced audiovisual equipment installed at two school sites. **(Reference Attachment C for Project Specifications)**

Additional documentation can be found via Dropbox:

Project Term

The term for the contract awarded pursuant to this Request for Proposal (RFP) shall be for a period effective from the date of contract execution and extending until completion of the project as detailed herein. OUSD, at its sole discretion, may choose to amend any ensuing contract for additional work. This project will need to commence upon issuance of a notice to proceed by the District and be completed by to be determined. **(Reference Attachment E for Preliminary Schedule)**

SECTION III: SUBMITTAL FORMAT AND CONTENT

A. General

The proposal should show that the firm possesses the demonstrated skill and professional experience and qualifications to provide the services requested. Interested Firms must possess a valid C-10 - Electrical Contractor license and be a certified installer of Audio Enhancement equipment.

B. Contents

Proposals must contain sufficient detail to enable the District to determine the merits of the Firm. Proposals should address all elements requested below. The proposal shall not exceed 20 pages, excluding front and back covers, tabs, appendices (unlimited number of pages) and supporting documentation.

PROPOSAL PREPARATION

PROPOSAL FORMAT: Proposals must be typewritten or prepared in ink and must be submitted on the form provided in the Request for Proposal, including the Price Sheet and the Proposer

Certification. Proposals must be submitted as indicated in the Request for Proposal. Proposals may be submitted in writing to the Oceanside USD Fiscal Services via mail, or in person.

Proposers must submit the form provided entitled "Price Sheet," included in this package, as Attachment A; the form entitled "Proposer Certification," included in this package, as Attachment B; and, if applicable, any required descriptions of constructions, goods or services that are different from the Minimum Specifications necessary for a proposal, to be considered responsive.

NO ORAL OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

CONFORMANCE TO PROPOSAL REQUIREMENTS: Proposals must conform to the requirements of the Request for Proposal. Unless otherwise specified, all items in the proposal must be new, unused and not remanufactured in any way. Proposal prices must be for the unit indicated on the Price Sheet. Proposal prices must also reflect consideration of all terms and conditions contained in the Request for Proposal. Failure to comply with all requirements may result in proposal rejection.

ADDENDA: Only documents issued as addenda by the Oceanside USD Bond Management Office serve to change the RFP in any way. No other direction received by the proposer, written or verbal, serves to change the RFP document. NOTE: IF YOU HAVE SUBMITTED A PROPOSAL, YOU SHOULD CONSULT THE OCEANSIDE USD WEBSITE TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. PROPOSERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL PROPOSAL. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE PROPOSER'S PROPOSAL NON-RESPONSIVE, WHICH MAY CAUSE THE PROPOSER'S PROPOSAL TO BE REJECTED.

PRODUCT IDENTIFICATION: Proposers must clearly identify all products used for proposing in the Price Sheet. OUSD reserves the right to reject any proposal when the product information submitted with the proposal is incomplete.

FOB DESTINATION: Unless specifically allowed in the RFP, PROPOSAL PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges paid by the proposer.

DELIVERY: Delivery time must be shown in number of calendar days after receipt of order.

DEVIATIONS: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

SIGNATURE ON PROPOSAL: The Price Sheet and the Proposer Certifications must be signed in ink by an authorized representative of the proposer. Signature on these documents certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Signature on these documents also certifies that the proposer has read, fully understands, and agrees to be bound by the Request for Proposal, which includes the OUSD procurement policies, Instructions to Proposers, Standard Contract Provisions, and all Attachments and Addenda to the Request for Proposal. No consideration will be given to any claim resulting from proposing without comprehending all requirements of the Request for Proposal.

PROPOSAL WITHDRAWALS: Proposals may be withdrawn in writing on company letterhead

signed by an authorized representative and received by the OUSD Service Center prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

CANCELLATION: OUSD reserves the right to cancel or postpone this RFP at any time or to award no contract and to do so for any reason.

PROTEST OF PROPOSAL SPECIFICATIONS AND REQUESTS FOR

CLARIFICATION: A proposer who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the OUSD representative identified below. A proposer who does not understand the proposal specifications may also submit a request for clarification, in writing, to the OUSD representative identified below. To be considered, protests and requests for clarification should be submitted via email or in person to the OUSD representative identified below, and they must be received by the OUSD representative at least five days before the proposal closing date unless otherwise specified in the proposal document.

No information obtained in any conversation with any OUSD personnel will serve to change the requirements of the RFP.

The purpose of the period for protests and requests for clarification is to permit OUSD to correct specifications, prior to the opening of proposals. This period allows OUSD to make needed corrections through the issuance of addenda, prior to the opening of proposals. OUSD will consider all properly made protests and requests for clarification, and, if appropriate, amend the RFP.

Protests or requests for clarification submitted to anyone other than the OUSD representative listed below may not be considered. OUSD is not responsible for any protests or requests that are not submitted by the due date and time specified in the Schedule of Events. Submit Requests for Clarification to:

Attention: James McGrane, Program Support Specialist
Oceanside Unified School District
2111 Mission Ave.
Oceanside, CA 92058
Email: james.mcgrane@oside.us | Phone: (732) 670-3553

REQUIRED SUBMITTALS: It is the proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the proposal, it may cause the proposal to be rejected or have an adverse impact on evaluation.

PROPOSAL SUBMISSION: Proposals must be submitted to the OUSD Bond Management Office in a sealed envelope marked with **RFP # 2024-21-193P** and submitted via mail or hand delivery prior to the due date and time. No oral or telephone quotes will be accepted.

- 1. Cover Letter:** Firm's complete name, business address, telephone number, email address, and the name and contact information, including email address of the individual the District should contact regarding this qualifications proposal. Include the signature(s) of the company officer(s) empowered to bind the Firm, with the title of each (e.g., president, general partner). Generally, this can be a part of the front page or cover letter of the proposal.

- 2. Firm and Consultants Organization, Credentials, Background:** Briefly describe your Firm's organization structure and consultants and its history describing its credentials and background, number of years in business, Department of Industrial Relations Public Works registration number, maximum Bonding Capacity, location of offices that will perform the work, number of employees company-wide and locally in San Diego County.
- 3. Resumes, Relevant Experience and Expertise of Project Team Members who would be assigned to this Project:** Names and biographies of the proposed Project Team members and an indication of their proposed roles. The District's evaluation will consider the entire team. No changes in the successful Firm's team composition will be allowed without prior written approval of the District.
- 4. Project Experience and References (Company Employees and Individuals):**
 - a) Provide information regarding experience with K-12 schools and success in similar camera surveillance projects. Include for each project:
 - Total project cost;
 - A summary of the scope of the project;
 - Whether the project was completed over or under budget; and Funding sources identified and utilized.
 - b) A summary of other relevant professional expertise and experience
 - c) Provide a list of at least three (3) recent public school district client references for which your firm has performed Surveillance Camera or similar services within the last three (3) years. References should include:
 - District name and address, contact name and phone number, identification of the project.
- 5. Fee Proposal. The fee proposal should be broken down by school (reference Attachment A Price Sheet).**

The District will not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits. The District reimburses direct expenses only at actual cost.
- 6. Litigation/Arbitration/Termination (Limit: 1 page):** If the Firm or any designated project team member has been a party to any litigation, mediation, arbitration related to a prior Public Works project in the past ten (10) or has been terminated for cause in any Public Works project in the past ten (10) years, describe each event in detail and indicate the final results.

SECTION IV: PRE-SUBMITTAL ACTIVITIES

A. Questions Concerning Request for Proposal

All questions, interpretations or clarifications, either administrative or technical must be

requested in writing via email by **July 18, 2024 by 12:00PM**, and directed to:

Oceanside Unified School District
2111 Mission Avenue
Oceanside, CA 92058
Attn: James McGrane
Email: james.mcgrane@oside.us

B. Revision to the Request for Proposal

The District reserves the right to revise the RFP until the date specified in the Schedule of Events. The District expressly reserves the right to alter the Schedule of Events.

SECTION V: EVALUATION OF PROPOSALS

Public Contract Code section 20118.2 provides that school districts may procure certain technology, telecommunications, and related equipment and accessories under a competitive negotiation process, whereby a school district may consider factors in addition to price, such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors, described below.

The District's evaluators will consider how well a vendor's proposed solution meets the needs of the District as described in the vendor's proposal. It is important that the responses be clear, concise and complete so that the evaluators can understand all aspects of the proposal. The District shall award to the qualified proposer whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered. If award is not made to the proposer whose proposal contains the lowest price, the District's Board shall make a finding setting forth the basis for the award.

EVALUATION PROCESS: Proposals will be awarded based upon the evaluation criteria in the Request for Proposal and in applicable OUSD Policies.

The evaluation process is not designed to award the contract solely based on the lowest bid. Rather, it is intended to help the District select the right vendor and the right products with the best combination of professional attributes, experience, relevant skill-set, and cost, based on the evaluation factors specified herein, pursuant to Public Contract Code Section 20118.2. If a contract is awarded, OUSD will issue the contract outlining the requirements associated with Public Works Contract projects, which also incorporates the RFP terms and conditions, the proposer's Proposal Form with Price Sheet, and the Proposer's Certifications.

The review and evaluation are as follows:

- a. **Determination of Responsiveness:**
OUSD will first review all accepted proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to proposers whose proposal is deemed non-Responsive identifying the reason.

- b. Evaluation:
OUSD may request in writing additional information from all qualified proposers prior to completing the evaluation.

Those proposals determined to be Responsive will be evaluated and scored using the requirements identified in the Evaluation Criteria section listed below. Scores will be used to determine the winning bid. OUSD will award the bid to the highest ranked proposer. If deemed necessary, the District may elect to request the three (3) highest scoring proposers be invited for an interview. A total of 10 additional points will be awarded based on interview performance in order to determine, in the cumulative, the highest scoring proposer.

Written Notice of Intent to Award the Contract to the highest ranked proposer will be provided to all Responsive Proposers.

EVALUATION CRITERIA: Points will be given in each criterion and a total score will be determined. The maximum points available for each criterion are identified below.

EVALUATION CRITERIA POINTS	
Proposal relative to Safety & Security Requirements (Attachment C):	35 POINTS
Proposer's relative experience with like-sized K-12 Districts:	10 POINTS
Proposer's ability to deliver promptly and reliably:	15 POINTS
Price of the goods or services:	40 POINTS
SUBTOTAL:	100 POINTS
INTERVIEW:	10 POINTS
TOTAL POINTS:	110 POINTS

NEGOTIATIONS: OUSD may commence negotiations with the highest ranked proposer or commence simultaneous negotiations with all eligible proposers. OUSD may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OUSD in its sole discretion to be reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract. If a successful contract cannot be negotiated in a timely manner after award, OUSD may conclude contract negotiations and rescind its award to that proposer and return to the most recent RFP stage to negotiate with another proposer for award.

SECTION VI. CONTRACT AWARD

The District reserves the right to make an award of contract or multiple awards of contracts for this work. The District may select a Firm or Firms based on the highest scoring proposal. The District is not obligated to invite any or all finalists for an interview.

SECTION VII. REJECTION AND WAIVER OF PROPOSALS

This Request for Proposal does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request.

The District reserves the right to accept or reject any or all proposals received, to negotiate with qualified Firm(s) or cancel the request, and to waive any minor irregularities in the proposal or proposal process.

The District may require the Firm to submit additional data or information the District deems necessary to substantiate information presented by the Firm. The District may also require the Firm to revise one or more elements of its qualifications proposal in accordance with contract negotiations.

The District reserves the right to evaluate qualifications proposals for a period of sixty (60) days before deciding which proposal, if any, to accept.

SECTION VIII. SCHEDULE OF EVENTS

The District anticipates the following timeline for the process of selecting a Firm and project development:

Action	Date
Release of Request for Proposal	June 28, 2024
Mandatory Site Walks El Camino High School King Middle School Ivey Ranch Elementary School	July 15, 2024 09:00AM 10:00AM 10:45AM
Deadline for Submission of Requests for Clarification	July 18, 2024, 12:00PM
Responses to Requests for Clarification	July 23, 2024, 12:00PM
Deadline for Receipt of Proposals	July 26, 2024, 12:00PM
Interviews (if any)	July 29, 2024, 9:00AM
Select and Notify Recommended Firm	July 29, 2024
Recommendation to the Board of Education	August 13, 2024

SECTION IX. GENERAL PROVISIONS

Insurance

A selected Firm shall maintain insurance that is sufficient to protect the Firm's business against all applicable risks, and such coverage shall meet, at a minimum, the District's insurance requirements provide proof that your firm is capable of meeting the following insurance limits:

Automobile Liability	\$1,000,000
General Liability	\$2,000,000
Professional Liability	\$1,000,000
Workers Compensation	\$1,000,000

Insurance companies must be lawfully authorized to do business in California as admitted carriers, have an "A" policy holders rating and a financial size rating of at least Class VII in accordance with the most current Best's Key Rating Guide, Property-Casualty.

Proof of insurance coverage must be provided for any consultant or subconsultant personnel.

Non-Collusion

By submittal and signing the proposal, the Firm is certifying that the document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Firm has not induced or solicited others to submit a sham offer, or to refrain from proposing.

Compliance with Laws and Regulations

The Firm shall comply with federal, state and local laws, regulations, and industry standards. The Firm shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec 8350 et. seq.

Withdrawal of RFP

The Proposer may withdraw its proposal by submitting a written or email request signed by the Proposer's authorized representative, prior to the time and date specified for proposal submission to the District contact person identified in this RFP. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Reservations

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, fee negotiation or other marketing costs associated with this RFP. The District further reserves the right not to contract for the services described in the RFP.

District may reject any or all proposals and may waive any immaterial deviation(s) in a proposal. District's waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from compliance with the other provisions of this RFP.

Confidentiality and Disposition of Proposals

Proposals become the property of District and may be returned only at District's option and at the Proposer's expense. Information, excluding Proposer's financial information and proprietary information, as clearly marked by Proposer, contained therein shall become public documents subject to the Public Records Act. **Proposer must notify the District in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public.** The District shall have sole discretion to disclose or not disclose such material subject to any protective order which proposer may obtain.

Costs

Costs of preparing response to this RFP are the sole responsibility of the respondent.

Fingerprinting and Drug-Free Policy

The successful firm shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free Workplace Certificate.

Non-Discrimination

District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

RFP Certification

I certify that I have read the attached **REQUEST FOR PROPOSAL RFP 2024-21-193P**
DISTRICT-WIDE SAFETY & SECURITY, the instructions
for providing a proposal and that I agree to all certifications made therein.

Signature

Type or Print Name

Title

Company

Address

Telephone

Email

Date

If you are responding as a
corporation, please provide
your corporate seal here:

All materials submitted in response to this RFP shall become the property of the Oceanside
Unified School District and may be subject to disclosure under the California Public Records
Act (Gov. Code, §§ 6500, et seq.)

Attachment A: Price Sheet

Response must include total costs by material and labor. Attach itemized parts list with breakdown of costs for each site.

ALL PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL AND ITS ATTACHMENTS, AND OUSD POLICIES.

Name of Firm: _____ Sales Rep: _____

Address: _____

_____ Telephone Number: _____

Email address: _____ Delivery Time after Receipt of

Purchase Order: _____

By: _____

Title: _____ (Authorized Signature)

SCHOOL SITE	MATERIAL COST	LABOR COST	TOTAL COST
DEL RIO			
EL CAMINO			
FOUSSAT			
IVEY RANCH			
KING			
LAUREL			
LIBBY			
LINCOLN			
McAULIFFE			
MISSION			
NICHOLS			
OCEANSIDE HIGH			
SANTA MARGARITA			
SOUTH OCEANSIDE			
STUART MESA			
SUBTOTAL			
OWNER'S ALLOWANCE	—	—	\$250,000.00
TOTAL			

Itemized Equipment List by Site

Include quantity of each category of equipment listed below, by site.

SCHOOL SITE	OPTIMUM CLASSROOM SYSTEMS	EDUCAM PTZ CAMERAS	COMMON ZONE AMPLIFIERS	EPIC HEADEND SYSTEMS	INFOVIEW DISPLAYS	NETWORK DROPS
DEL RIO						
EL CAMINO						
FOUSSAT						
IVEY RANCH						
KING						
LAUREL						
LIBBY						
LINCOLN						
McAULIFFE						
MISSION						
NICHOLS						
OCEANSIDE HIGH						
SANTA MARGARITA						
SOUTH OCEANSIDE						
STUART MESA						
TOTAL						

Attachment B: Proposer Certification

Each Entity must read and comply with the following sections. Failure to do so may result in rejection of offer. By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned will comply with the following:

SECTION I. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the solicitation and the contract; and
4. Will provide/furnish federal employee identification number or social security number with offer.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____ Website: _____

FEIN ID# or SSN# (required):

Construction Contractors Board (CCB) License Number (if applicable):

Business Designation (check one):

- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Non-Profit ☐ Limited Liability Company

Attachment C: Project Specifications

DIVISION 00—CONTRACTING & PROCUREMENT REQUIREMENT

SECTION 00 43 24 – PRE-BID REQUEST FOR INFORMATION

OCEANSIDE UNIFIED SCHOOL DISTRICT

Date of Pre-Bid RFI: _____ Bid Description: _____

Project Name: _____

RFP No.: _____ Bidder Name: _____

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

Additional pages attached by Bidder: _____ Yes _____ No Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

Additional pages of RFI Response attached: ___ Yes ___ No Number of additional RFI Response pages attached: _____

Date of RFI Response: _____ Submitted By: _____

(Bidder Name)

(Signature of Bidder's Authorized Employee, Officer or Representative)

Submittal Date: _____

Bidder Contact Information: _____
(Bidder Contact Name) (Phone and Fax) (Email Address)

SECTION 00 43 36 – SUBCONTRACTORS LIST

Project: DISTRICT-WIDE SAFETY & SECURITY

RFP No.: 2024-21-193P

Name of Bidder			Authorized Signature	
(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Sub-Contractor Trade or Portion of Work	(D) Subcontractor Contractors' License #	(E) Subcontractor DIR Registration

SECTION 00 45 10 – DIR REGISTRATION VERIFICATION

I am the _____ of _____ “Bidder” submitting the accompanying Bid Proposal for the Work described as **DISTRICT-WIDE SAFETY & SECURITY RFP No.: 2024-21-193P**

1. The Bidder is currently registered as a _____ contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: _____. The expiration date of the Bidder’s DIR Registration is _____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors’ List.
7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

I have personal firsthand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this _____ day of _____, 2024 at _____
(City and State)

(Signature)

(Name, typed or printed)

SECTION 00 45 13 – STATEMENT OF QUALIFICATIONS

BIDDER INFORMATION.

Contact Information.

Physical Address	<div><div></div><div><div>Address</div><div>City</div><div>State</div><div>Zip</div></div></div>
Mailing Address	<div><div></div><div><div>Address</div><div>City</div><div>State</div><div>Zip</div></div></div>
Telephone	Phone: (____) _____ Email: _____

1.2. Bidder Contacts.

Name	
Contact Information	Phone: (____) _____ Email: _____

1.3. California Contractors' License.

License Number(s)	
License Classification(s)	
Responsible Managing Employee; Responsible Managing Officer	
Expiration Date(s)	

1.4. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
Choose an item.				
Choose an item.				
Choose an item.				

REFERENCES.

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
Owners (K-12 school districts or community colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name
Architects (K-12 or Community College Projects)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name

INSURANCE.

Commercial General Liability Insurance	Insurer: _____ Broker: _____ Policy No. _____
Commercial General Liability Insurance Broker	_____ (Contact Name) _____ Address _____ City _____ State _____ Zip _____ Phone: (____) _____ Email: _____
Bid, Performance and Labor & Materials Payment Bond Surety	_____ (Surety Contact Name) _____ Address _____ City _____ State _____ Zip _____ Phone: (____) _____ Email: _____
Workers Compensation Insurance	Insurer: _____ Broker: _____ Policy No. _____
Workers Compensation Insurance Broker	_____ (Contact Name) _____ Address _____ City _____ State _____ Zip _____ Phone: (____) _____ Email: _____

4. **ESSENTIAL REQUIREMENTS.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

4.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids.

___ Yes ___ No ___ (Not Qualified)

4.2. Bidder is currently a DIR Registered Contractor?

___ Yes ___ No ___ (Not Qualified)

4.3. All of Bidder's Listed Subcontractors are currently DIR Registered Contractors.

___ Yes ___ No ___ (Not Qualified)

4.4. Bidder has completed construction on at least one public works project for a California community college district or school district that was subject to DSA jurisdiction and approval.

☐ Yes ☐ No ☐ (Not Qualified)

- 4.5. Bidder has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.

☐ Yes ☐ No ☐ (Not Qualified) Bidder is exempt from this requirement, because it has no employees

- 4.6. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code § 1777.1 or Labor Code § 1777.7.

☐ Yes ☐ No ☐ (Not Qualified)

- 4.7. A public agency, within the past three (3) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a "responsible" bidder for a public works project or a public works contract.

☐ Yes ☐ No ☐ (Not Qualified)

- 4.8. During the last three (3) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No ☐ (Not Qualified)

- 4.9. During the past three (3) years a Surety has completed any project or the Bidder's obligations under a construction contract.

☐ Yes ☐ No ☐ (Not Qualified)

- 4.10. The Bidder's Worker's Compensation Insurance current EMR is more than 1.25.

☐ Yes ☐ No ☐ (Not Qualified)

- 4.11. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than

☐ Yes ☐ No ☐ (Not Qualified)

- 4.12. CAL OSHA or OSHA has cited and assessed penalties against the Applicant for "serious and willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

☐ Yes ☐ No ☐ (Not Qualified)

5. **PERFORMANCE.** A Bidder must receive a minimum of 70 points out of a possible 100 points in this section to be deemed "Qualified." The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

- 5.1. Within the past five (5) years has your organization completed public works projects for California community college districts or school districts that were subject to DSA jurisdiction and approval?

☐ Yes ☐ No ☐ (Not Qualified)

If yes, number of such projects: Yes 1-2 Projects: 5 points

Yes 3-5 Projects: 10 points Yes 6 or more Projects: 15 points No 0 points

If yes, list the number of projects for which your organization served as the general contractor or as a subcontractor?

General Contractor_____ Subcontractor_____

- 5.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

___Yes ___No Yes:___0 points No:___5 points

- 5.3. Has your organization ever asked to be relieved of or refused to sign a contract for construction services awarded to it?

___Yes ___No Yes:___0 points No:___5 points

- 5.4. Has your organization ever failed to complete a construction contract?

___Yes ___No Yes:___0 points No:___5 points

- 5.5. Has your organization ever been declared in default of a construction contract?

___Yes ___No Yes:___0 points No:___5 points

- 5.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

___Yes ___No Yes:___0 points No:___10 points

- 5.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?

___Yes ___No Yes:___0 points No:___10 points

- 5.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

___Yes ___No Yes:___0 points No:___10 points

- 5.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

___Yes ___No Yes:___0 points No:___10 points

- 5.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

___Yes ___No If yes, on how many occasions?

No occasions_____10 points 1 occasion_____3 points >1 occasion_____
___0 point

- 5.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

___Yes ___No If yes, on how many occasions?

No occasions _____ 10 points 1 occasion _____ 3 points >1 occasion _____
_____ 0 point

6. **SAFETY.** Bidder must receive a minimum of 25 points out of a possible 35 points in this section.

6.1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?

___ Yes ___ No

1 or less occasions _____ 5 points 2 occasions _____ 3 points >2 Occasions _____
_____ 0 point

6.2. Has the Federal Occupational Safety and Health Administration (“OSHA”) cited and assessed penalties against your firm in the past five (5) years?

___ Yes ___ No

1 or less occasions _____ 5 points 2 occasions _____ 3 points >2 Occasions _____
_____ 0 point

6.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

___ Yes ___ No

1 or less occasions _____ 5 points 2 occasions _____ 3 points >2 Occasions _____
_____ 0 point

6.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

Once a week or more often _____ 5 points Any other answer _____ 0 points

6.5. List your firm’s Workers’ Compensation Insurance Experience Modification Rate (“EMR”) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier).

Current year: _____ Previous year: _____ Year prior to previous year: _____

3-Year Avg. EMR of .95 or less _____ 5 points 3-Year Avg. EMR <1.25 _____ 3 points Any Other EMR
_____ 0 points

6.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

___ Yes ___ No 2 or less occasions _____ 5 points 3 occasions _____ 3 points
 >3 occasions _____ 0 points

6.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

___Yes ___No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s):

2 or less occasions_____5 points

3 occasions_____3 points

>3 occasions_____0 points

7. LEGAL/ADMINISTRATIVE PROCEEDINGS AND SURETY. If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

- 7.1. Have legal, arbitration or administrative proceedings been brought by construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

_____Yes _____No

If “yes,” on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

- 7.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?

_____Yes _____No

If “yes,” on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 7.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?

_____Yes _____No

If “yes,” on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

- 7.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?

_____Yes _____No

If “yes,” on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 7.5. At any time during the past five (5) years, has any surety company made any payments on behalf of the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

_____Yes _____No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 7.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

_____Yes _____No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 7.7. At any time during the past five (5) years, has any surety company made any payments on behalf of the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

_____Yes _____No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 7.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

_____Yes _____No

- 7.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor. _____Yes ___No

If "Yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

- 7.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

_____Yes _____No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

7.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?

___Yes _____No If “yes,” provide the date(s) of such findings and attach copies of the
Apprenticeship Counsel’s final decision(s).

8. Experience.

8.1. Similar Completed Projects. On a separate attachment, provide the following information for three (3) projects the Bidder has completed for a community college district or school district subject to DSA jurisdiction and approval within the past five (5) years that are similar in size, scope, function and construction value as the Work:

Project Name		
Project Owner; Contact Information		
Architect Name and Contact Information		
General Contractor or Multi-Prime Indicate whether Project was GC or Multi-Prime and Your Firm’s role	<input type="checkbox"/> GC Project	<input type="checkbox"/> Multi-Prime Project
	<input type="checkbox"/> Gen Contractor	<input type="checkbox"/> Contractor
	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Subcontractor
Original Contract Duration		
Actual Project Completion Duration		
Original Contract Price	Entire Project	Your Firm’s Contract
Final Adjusted Contract Price	Entire Project	Your Firm’s Contract

8.2. Other Completed Projects. On a separate attachment, provide the following information for all projects the Bidder has completed within the past three (3) years, including the following information:

Project Name		
Project Owner; Contact Information		
Architect Name and Contact Information		
General Contractor or Multi-Prime Indicate whether Project was GC or Multi-Prime and Your Firm's role	<input type="checkbox"/> GC Project	<input type="checkbox"/> Multi-Prime Project
	<input type="checkbox"/> Gen Contractor	<input type="checkbox"/> Contractor
	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Subcontractor
Original Contract Duration		
Actual Project Completion Duration		
Original Contract Price	Entire Project	Your Firm's Contract
Final Adjusted Contract Price	Entire Project	Your Firm's Contract

8.3. Projects In Progress. On a separate attachment, provide the following information for all projects the Bidder currently has in progress, including the following information:

Project Name		
Project Owner; Contact Information		
Architect Name; Contact Information		
General Contractor or Multi-Prime Indicate whether Project was GC or Multi-Prime and Your Firm's role	<input type="checkbox"/> GC Project	<input type="checkbox"/> Multi-Prime Project
	<input type="checkbox"/> Gen Contractor	<input type="checkbox"/> Contractor
	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Subcontractor
Original Contract Duration		
Projected Completion Duration		
Original Contract Price	Entire Project	Your Firm's Contract
Current Adjusted Contract Price	Entire Project	Your Firm's Contract

Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the District for non-responsiveness.

Executed this _____ day of _____ 2024 at _____
(City and State)

(Signature)

(Name, typed or printed)

SECTION 00 45 19 – NON-COLLUSION DECLARATION

**DISTRICT-WIDE SAFETY & SECURITY
RFP No. 2024-21-193P**

The undersigned declares:

I am _____, of _____
("Sole Owner", "Partner", "President", "Secretary", or other proper title) *(Name of Bidder)*

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____ 2024 at _____
(City, County and State)

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

(Signature)

(Name, typed or printed)

SECTION 00 45 26 – CERTIFICATE OF WORKERS’ COMPENSATION INSURANCE

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

declare, state and certify that:

1. I am aware that CALIFORNIA LABOR CODE §3700(A) AND (B) provides:

“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 this state.
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

2. I am aware that the provisions of CALIFORNIA LABOR CODE § 3700 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 this Contract.

(Contractor Name)

(Signature)

(Typed or printed name)

SECTION 00 45 27 – DRUG-FREE WORKPLACE CERTIFICATION

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

declare, state and certify that:

1. I am aware of the provisions and requirements of CALIFORNIA GOVERNMENT CODE §§ 8350 ET SEQ., THE DRUG FREE WORKPLACE ACT OF 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of CALIFORNIA GOVERNMENT CODE § 8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by CALIFORNIA GOVERNMENT CODE § 8355(A) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of CALIFORNIA GOVERNMENT CODE §§ 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the DRUG-FREE WORKPLACE ACT OF 1990, Contractor may be subject to debarment in accordance with the provisions of CALIFORNIA GOVERNMENT CODE §§ 8350, ET SEQ.

-
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of CALIFORNIA GOVERNMENT CODE §§ 8350, ET SEQ. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this _____ day of _____, 2024.

(Signature)

(Printed or Typed Name)

[END OF SECTION]

SECTION 00 61 10 – BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto OCEANSIDE UNIFIED SCHOOL DISTRICT (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **DISTRICT-WIDE SAFETY & SECURITY**; RFP No. **2024-21-193P**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) 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 Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee 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 Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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 Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney’s fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____

_____, 2024 by their duly authorized agents or representatives.

(Bidder/Principal Name)

By:

(Signature)

(Typed or Printed Name)

Title:

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By:

(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

**Contact name, address, telephone number and
email address for notices to the Surety**

(Contact Name)

(Street Address)

(City, State & Zip Code)

() _____ () _____
Telephone Fax

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto OCEANSIDE UNIFIED SCHOOL DISTRICT ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars \$_____ in 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **DISTRICT-WIDE SAFETY & SECURITY; RFP No. 2024-21-193P.**

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW, THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (the "Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of

obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of

_____, 2024 by their duly authorized agents or representatives.

_____ (Contractor-Principal Name)
By: _____ (Signature)
_____ (Typed or Printed Name)
Title: _____
(Attach Notary Public Acknowledgement of Principal's Signature)

_____ (Surety Name)
By: _____ (Signature of Attorney-In-Fact for Surety)
_____ (Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety	
_____ (Contact Name)	
_____ (Street Address)	
_____ (City, State & Zip Code)	
() _____ Telephone	() _____ Fax
_____ (Email address)	

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto OCEANSIDE UNIFIED SCHOOL DISTRICT (the "Obligee") for payment of the penal sum of _____ Dollars

\$ _____ in 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described **DISTRICT-WIDE SAFETY & SECURITY; RFP No. 2024-21-193P**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code § 9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney's fees pursuant to California Civil Code § 9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of

_____, 2024 by their duly authorized agents or representatives.

SPECIAL INSTRUCTIONS – CARB COMPLIANCE

This form to be submitted with bid proposal at due date and time established in bid paperwork.

CALIFORNIA AIR RESOURCES BOARD (CARB)
<https://ww2.arb.ca.gov/>

For any project awarded after January 1, 2024, under the newly added requirements, Public Works Awarding Bodies will now be required to obtain valid **Certificates of Reported Compliance (“CRC”)** from all contractors and listed subcontractors before awarding the project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

The Regulations apply to all “Public Works Awarding Bodies,” which is broadly defined as “any public agency (state, county, city, school board, water district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind.”

Certificates of Reported Compliance (“CRC”) are required at time of bid submittal and must be included with bid proposal by stated due date / time.

Proof of bidder and subcontractor certification is to be attached to this page at the time of bid submittal.

The CARB Diesel Off-road Online Reporting System (DOORS) reporting system is where they are able to obtain their Certificates of Reported Compliance: [DOORS \(ca.gov\)](https://ww2.arb.ca.gov/doors). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides.

Questions, please call the DOORS Hotline at 877-593-6677 or email doors@arb.ca.gov

[Fact Sheet: Contracting Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

[Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements>

Bidder Acknowledges CARB Compliance _____

Name of Bidder: _____
261-5/6983548.1

**SECTION 00 62 90 – VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR
COMMISSIONER**

I am the _____ for _____ in connection with _____

(Superintendent/PM)
Name)

(Contractor)

(Project

1. This Verification is submitted to Oceanside Unified School District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ (the "Pay Application").
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between _____ 2024 and _____, 2024.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification

on the _____ day of _____, 2024 at _____

SECTION 00 65 36 – GUARANTEE FORM

Project: DISTRICT-WIDE SAFETY & SECURITY

RFP #: 2024-21-193P

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Contractor Name

Signature of Contractor's Authorized Employee, Officer or Representative

Printed Name & Title

Date

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ARTICLE 1: DEFINITIONS

- 1.1. District. "District" refers to OCEANSIDE UNIFIED SCHOOL DISTRICT and unless otherwise stated, includes the District's authorized representatives, including the Bond Program Manager, Construction Manager, if a Construction Manager is designated, the District's Board of Trustees and the District's officers, employees, agents and representatives.
- 1.2. Contractor. The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative. The term "Contractor" refers to each contractor awarded a contract by the District for construction of a portion of the Project. As required by the context of usage, the term "Contractor" shall include Subcontractors and Sub-Subcontractors.
- 1.3. Architect. The Architect is the person or entity identified as such in the Agreement; references to the "Architect" include, as required by context of usage, the Architect's employees and authorized representative(s) and the Architect's Consultants and their employees and authorized representative(s).
- 1.4. The Work. The Work is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.
- 1.5. The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.6. Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.7. Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. References to "Subcontractor" shall include Sub-Subcontractors.
- 1.8. Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.9. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion. Large scale Drawings shall take precedence over smaller scale Drawings as to shape and details of construction. Figured dimensions on Drawings shall govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.
- 1.10. Special Conditions; Supplemental Conditions. Special Conditions and/or Supplemental Conditions, if any, are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.
- 1.11. Contract Documents. The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12. Intent and Correlation of Contract Documents.

1.12.1. Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2. Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3. Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.10 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13. Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Material Supplier, or others to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor, Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.14. Division of State Architect ("DSA"). DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.15. Project Inspector. The Project Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.16. Contract Document Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

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- 1.17. Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.
- 1.18. Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.
- 1.19. Construction Manager. The Construction Manager, if any, is the individual or entity designated as such in the Special Conditions. The Construction Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Construction Manager is not designated in the Special Conditions, the District reserves the right to designate a Construction Manager at any time during Contractor's performance of the Work. The District reserves the right to remove or replace the Construction Manager during Contractor's performance of the Work. The designation of a Construction Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Construction Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.
- 1.20. Construction Equipment. Construction Equipment is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.21. Site. The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.
- 1.22. Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.
- 1.23. Defective or Non-Conforming Work. Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.
- 1.24. Delivery. Delivery used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition at the Site pending incorporation into the Work.
- 1.25. Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.
- 1.26. Progress Reports; Verified Reports. Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same. Copies of Verified Reports submitted by the Contractor to DSA relating to the Work shall be transmitted by the Contractor to the District, Architect, Project Inspector and Construction Manager concurrently with the Contractor's transmittal thereof to DSA.

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- 1.27. Substantial Completion. “Substantial Completion” means the state in the progress of the Work, as determined by the Architect, when all of the Work is complete and in accordance with the Contract Documents except only for correction of minor items which do not impair the District’s ability to occupy and fully utilize the Work for its intended purposes.
- 1.28. Final Completion. The term “Final Completion” means the Work has been fully completed in accordance with the requirements of the Contract Documents.
- 1.29. Days. Unless otherwise expressly stated, references to “days” in the Contract documents shall be deemed to be calendar days.
- 1.30. Laws. Laws refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work, including but not limited to District policies and procedures, and which apply to any portion of the Work, including those in effect as of the execution of the Agreement, amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor’s compliance with the Laws.
- 1.31. Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District to the Contractor directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. A material obligation of the Contractor is timely performance of Work noted in a Construction Change Directive.

ARTICLE 2: DISTRICT

2.1. Information Required of District.

2.1.1. Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2. Permits, Approvals. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work. If permits, licenses, approvals or similar approvals relating to the Work, or the installation/construction thereof are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall obtain the same without adjustment of the Contract Price or the Contract Time.

2.1.3. Drawings and Specifications. Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work.

2.1.4. Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. If the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. The Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2. District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right: (i) waive or limit the exercise of any other right or remedy of the District under the Contract Documents or the Laws; or (ii) result in adjustment of the Contract Time or Contract Price.

2.3. Partial Occupancy or Use.

2.3.1. District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized

by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for security, maintenance, utilities, damage to the Work, insurance, the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Construction Manager, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code § 7107.

2.3.2. The District's partial occupancy or use of the Work, or any portion thereof, shall not constitute the District's acceptance of the Work which is defective or non-conforming.

2.4. The Project Inspector.

2.4.1. Authority of Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents and/or the Laws, all of the Work shall be performed under the observation of the Project Inspector. The foregoing notwithstanding, the Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed defective or non-conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The performance of the duties of the Project Inspector shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

2.4.2. Limitations on Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The Project Inspector has no authority relative to the content or scope of the Contractor's safety plan/program. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time.

2.4.3. Contractor Access for Project Inspector. The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. Contractor and District Responsibilities for Costs and Fees of Project Inspector. The District is responsible only for payment of the fees of the Project Inspector for standard eight (8) hour work day, Mondays through Fridays, excepting holiday days ("Project Inspector Standard Workdays"). All services provided by the Project Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturday shall be at 1½ times the Project Inspector's basic hourly rate. All hours of service provided by the Project Inspector in excess of eight (8) hours on Saturdays, and all hours of service provided by the Project Inspector on holiday days or on Sundays are at two (2) times the Project Inspector's basic hourly rate. Fees for services provided by the Project Inspector beyond the Project Inspector Standard Workdays set forth above are the sole responsibility of the Contractor; the District may deduct fees for the Project Inspector which exceeds the Project Inspector Standard Workdays from the Contract Price.

ARTICLE 3: ARCHITECT; PROJECT MANAGER

3.1. Architect's Administration of the Contract.

- 3.1.1. Role of the Architect and Construction Manager. The Architect and the Construction Manager will provide administration of the Contract as described in the Contract Documents and will be the District's representatives during construction until the time that Final Payment is due to the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents and shall have the responsibilities and powers established by the Laws, including Title 24 of the California Code of Regulations. The Architect and Construction Manager are authorized to stop the Work, direct/authorize takeover of the Contractor's Work or supplement the Contractor's labor, materials or equipment whenever deemed necessary in the sole discretion of the Architect or the Construction Manager to ensure that the Work is completed in accordance with the Contract Documents for the Contract Price and within the Contract Time. All fees, costs or expenses arising out of or associated in any manner with the take-over of the Work or to supplement the Contractor's labor, materials or equipment shall be at the sole cost and expense of the Contractor; the District may deduct such costs, fees or expenses from any portion of the Contract Price then or thereafter due the Contractor.
- 3.1.2. Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect is not required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.
- 3.1.3. Contractor Responsibility for Construction Means, Methods and Sequences. Neither the District, Project Inspector, Architect nor the Construction Manager will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. Neither the District, Project Inspector, Architect nor Construction Manager will have control over or charge of and be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Contractor shall be solely responsible for: (i) construction means, methods and sequences to perform and complete the Work; (ii) safety of persons and property at the Site; and (iii) the acts, omissions or other conduct of Subcontractors and the personnel of the Contractor and Subcontractors.
- 3.1.4. Review of Applications for Payment. Pursuant to Article 8 hereof, the Architect will review the Contractor's Payment Applications and for Application For Final Payment, evaluate the extent of Work performed and verify to the District the amount properly due the Contractor.
- 3.1.5. Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect is authorized to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall modify requirements of the Contract Documents or any obligation of the Contractor under the Contract Documents.
- 3.1.6. Submittals.

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- 3.1.6.1. Processing of Submittals. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. If the District retains a Construction Manager (CM) or Project Engineer (PE) for the Work, Submittals shall be transmitted by the Contractor, to the CM or PE for distribution by the CM or PE to the Architect and the District. Upon completion of the Architect's review of a Submittal, the CM or PE shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and other affected parties. If the District does not retain a CM or PE for the Work, Submittals shall be submitted by the Contractor to the Architect or such other party designated in the Contract Documents or by the Architect for review and processing.
- 3.1.6.2. Architect's Review. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.
- 3.1.6.3. Time for Architect's Review. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents, but shall, under no circumstance, be less than ten (10) working days.
- 3.1.7. Issuance of Construction Change Directive. The Architect is authorized to issue Construction Change Directives.
- 3.1.8. Changes to the Work; Change Orders. The Architect and Construction Manager will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.
- 3.1.9. Completion. In conjunction with the District, Project Inspector, Construction Manager, if any, and the Contractor, the Architect will conduct observations of the Work to determine the date(s) of Substantial Completion and Final Completion. If the District does not designate a Construction Manager for the Work, the Architect shall: (i) be authorized to enforce the Contractor's close-out obligations; and (ii) receive from the Contractor and the records, written warranties and related close-out materials assembled by the Contractor in accordance with the Contract Documents. The Architect, Project Inspector and Construction Manager will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.
- 3.1.10. Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.1.10, the Architect shall be afforded a ten (10) working days period

after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will: (i) be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions; (ii) endeavor to secure faithful performance by both the District and the Contractor; (iii) not show partiality to either the District or Contractor; and (iv) not result in liability for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

- 3.1.11. Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), Contractor shall timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions, the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform to the standards and time frame set forth in Article 3.1.10 of these General Conditions. The foregoing provisions notwithstanding, if the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

- 3.2. Communications; Role of Construction Manager and Architect's Role. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Architect shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.
- 3.3. Termination of Architect or Construction Manager; Substitute Architect or Construction Manager. In case of termination of employment of the Architect or the Construction Manager, the District shall appoint a substitute architect or substitute Construction Manager whose status under the Contract Documents shall be that of the Architect or the Construction Manager, as applicable.

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- 3.4. Construction Manager. If a Construction Manager is designated for the Work, the Construction Manager shall be a representative of the District until Final Completion is achieved and Final Payment is due to the Contractor. The Construction Manager is authorized to act on behalf of the District and in connection with the Work as set forth in the Contract Documents, including without limitation: (i) review of the Contractor's Construction Schedule and updates thereto; (ii) review of the Contractor's Applications for Payment and verification of the amount due the Contractor under an Application for Payment; (iii) conducting the Pre-Construction Meeting, Progress Meetings and/or Special Meetings and maintaining minutes thereof; and (iv) enforcement of the Contractor's obligations under the Contract Documents, including the Contractor's close-out obligations.

ARTICLE 4: THE CONTRACTOR

4.1. Contractor Review of Contract Documents.

- 4.1.1. Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor shall assume full responsibility for such performance and shall bear all costs for correction of the same without adjustment of the Contract Price.
- 4.1.2. Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be immediately reported to the Architect along with request for clarification or direction.
- 4.1.3. Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.
- 4.1.4. Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents, the Laws and Architect accepted Submittals.

4.2. Site Investigation; Subsurface Conditions.

- 4.2.1. Contractor Investigation. The Contractor is responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Contract Documents.
- 4.2.2. Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades or below grade elevations are approximate only and are neither guaranteed or warranted by the District to be complete and accurate. The Contractor

shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

- 4.2.3. Subsurface Conditions. If the Work involves digging 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 Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code § 25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code § 7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3. Supervision and Construction Procedures.

- 4.3.1. Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.
- 4.3.2. Responsibility for the Work. The Contractor is responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor is not relieved from its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 4.3.3. Surveys. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor is responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work without adjustment of the Contract Price. The Contractor is solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.
- 4.3.4. Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and the Contractor's obligations hereunder shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed

by the Contractor upon completion of the Work. The costs of all such utility services, including the installation, relocations and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.3.5. Existing Utilities; Removal, Relocation and Protection.

4.3.5.1. Contractor Responsibility for Locating Utilities. The Contractor is responsible for locating all below grade drainage lines, storm drains, sewers, domestic water, gas, electrical, hot water and irrigation utility services, vaults, duct banks and other similar items or utilities services (collectively "Underground Facilities") which are shown in the Drawings or other portions of the Contract Documents; or (ii) which are identified in information relating to Underground Facilities maintained by the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate and mark locations of the Underground Facilities shown in the Contract Documents and information relating to Underground Facilities maintained by USA before proceeding with Work that may: (i) damage, destroy or impair Underground Facilities; or (ii) limit, disrupt or interrupt utility services provided through Underground Facilities. Prior to commencing Work in the proximity of Underground Facilities or other underground structures that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage, destruction or disruption.

4.3.5.2. Contractor Responsibility for Damage to Underground Facilities. Without adjustment of the Contract Time or the Contract Price, the Contractor shall repair or replace all damage to or destruction of Underground Facilities occurring during performance of the Work. All such repairs or replacements shall be with materials, equipment and other items consistent with those in place prior to commencement of the Work and when the repair or replacement is completed, the Underground Facilities shall be in the same functional and operational condition as prior to the damage or destruction.

4.3.5.3. Contractor Responsibility for Maintaining Utility Services. The Contractor shall maintain in service all utility services provided through the Underground Facilities unless the Contractor has notified the District and Construction Manager in writing of utility service disruptions at least three (3) working days in advance of the anticipated disruption of utility services. Notwithstanding the Contractor's notice pursuant to the foregoing, the District may, in the sole discretion of the District, direct alternative times/days for the anticipated utility service disruption as necessary for conduct of on-going activities or operations of the District at and about the Site. The Contractor shall be liable for all costs, fees or charges incurred by the District to provide utility services if there is disruption, interruption or limitation of any utility services for which the Contractor has not provided the advance written notice of utility disruption pursuant to the foregoing. The District may deduct such costs, fees or charges from the Contract Price then or thereafter due the Contractor.

4.3.5.4. Unmarked; Unknown Utilities. Additional Underground Facilities not shown in the Contract Documents or USA data may exist on or about the Site. The Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report such Underground Facilities to the Project Inspector, Construction Manager and District for disposition of the same prior to disturbing any existing condition. In accordance with California Government Code § 4215, the District is responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site which are not identified in the Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide

for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.6. Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at meetings and conferences relating to the Work by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1. Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre- Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractors, Project Inspector and others performing any part of the Work or services relating to the Work; (ii) Submittals; (iii) Changes and Change Order processing; (iv) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors, compliance with apprenticeship standards and Division of Labor Standards Enforcement ("DLSE") monitoring and enforcement of prevailing wage rate requirements; (v) Progress Schedule development and maintenance; (vi) development of Schedule of Values and payment procedures; (vii) communications procedures, including the handling of Requests for Interpretation; (viii) conduct of pre-installation meetings to plan and coordinate work of new contractors, separate contractors and to plan for utility outages; (ix) emergency and safety procedures; (x) Site visitor policies; (xi) conduct of Contractor/Subcontractor personnel at the Site; (xii) punch list/close-out procedures; and (xiii) Contractor and Subcontractor DIR Contractor Registration.

4.3.6.2. Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include without limitation: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Construction Schedule and Submittals.

4.3.6.3. Pre-Installation Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District or the Construction Manager) shall attend a Pre-Installation Conference prior to the initiation of a new phase of Work or in connection with the delivery and installation of major items of equipment incorporated into the Work. Pre-Installation Conferences will generally address the requirements of the new phase of Work and Contract Documents, and/or to coordinate delivery and installation of major equipment items.

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- 4.3.6.4. Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.
- 4.3.6.5. Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect or the Construction Manager in writing of objections or corrections to minutes prepared hereunder within two (2) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.
- 4.3.7. Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.
- 4.3.8. Noise and Dust Control.
- 4.3.8.1. Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.
- 4.3.8.2. Dust Control. The Contractor shall be fully and solely responsible for maintaining and up keeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the Laws, including, without limitation, the EPA, OSHA and Cal-OSHA. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damaged property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours and make other arrangements so that the Work does not cause such disruption or

disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.3. Air Pollution. The Contractor shall comply with all applicable air pollution control rules, regulations, ordinances, or statutes. Neither the Contract Time nor the Contract Price shall be subject to adjustment for measures of the Contractor to comply with air pollution control requirements. The Contractor shall be solely responsible for implementing measures required by any governmental or quasi-governmental agency with jurisdiction and/or authority to enforce air pollution control measures without adjustment of the Contract Time or the Contract Price. If in performance of the Work, the Contractor violates applicable air pollution control requirements, the Contractor shall be solely responsible for discharging and satisfying any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures. The scope of the Contractor's indemnity obligations under the Contract Documents shall include, without limitation, the defense, indemnity and hold harmless of the Indemnified Parties from any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures as a result of the Contractor's failure or refusal to comply with its obligations hereunder.

4.3.8.4. Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, District Inspector or Construction Manager are each authorized to notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

4.4. Labor and Materials.

4.4.1. Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2. Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ, and direct any Subcontractor or Sub-subcontractor to dismiss from their employment, any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3. Intentionally Left Blank.

4.4.4. Contractor's Project Manager and Superintendent.

4.4.4.1. Qualifications of Contractor Superintendent and Contractor Project Manager. Prior to start of Work at the Site, the Contractor shall submit in writing to the District and Project Manager, the qualifications of the Contractor's proposed superintendent ("Contractor Superintendent") and the Contractor's proposed Project Manager ("Contractor PM") for acceptance by the Project Manager and District. The Contractor's proposed Contractor Superintendent and proposed Contractor PM

shall each have recent experience in similar types of construction to the Work. The Contractor's proposed Contractor Superintendent and Contractor PM shall be satisfactory to the District and Project Manager and shall not be changed during the Work unless the Contractor's employment of the Contractor Superintendent or Contractor PM is terminated by the Contractor for cause or the Contractor Superintendent or Contractor PM voluntarily ceases employment by the Contractor. The Contractor shall dismiss the Contractor Superintendent or the Contractor PM if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement Contractor Superintendent or Contractor Project Manager, as applicable.

4.4.4.2. Contractor Superintendent. Competency of the Contractor Superintendent shall include, without limitation, a minimum of three (3) years prior experience as a superintendent for a general contractor on projects similar in size, scope and complexity to the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor Superintendent. The Contractor Superintendent shall represent the Contractor and communications given to the Contractor Superintendent shall be binding as if given to the Contractor.

4.4.4.3. Contractor Project Manager. The Contractor shall employ a Contractor PM who shall be a senior management employee of the Contractor. The Contractor PM shall be at the Site periodically to observe the progress and quality of the Work in progress and in place. The Contractor PM shall be responsible for directing and coordinating human and material resources of the Contractor and Subcontractors throughout the course of the Work using management techniques so that the Work is completed for the Contract Price and within the Contract Time.

4.4.5. Prohibition on Harassment.

4.4.5.1. Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability, veteran status or other legally protected classification. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.5.2. Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.5.

4.4.5.3. Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to this Article, Any person, performing or providing Work on or

about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. If the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor, and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.5.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5. Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6. Permits, Fees and Notices; Compliance With Laws.

4.6.1. Payment of Permits, Fees. The Contractor shall secure and pay for permits, approvals, governmental fees, licenses, and inspections necessary or required for the proper execution and completion of the Work which are designated in the Contract Documents as the responsibility of the Contractor.

4.6.2. Compliance With Laws. The Contractor shall comply with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work, including but not limited to any and all federal, state, local and District regulations, guidelines, policies and/or procedures related to COVID-19 or any other pandemic or epidemic.

4.6.3. Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with the Laws, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to the Laws without such notice to the Architect, Construction Manager and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7. Submittals.

4.7.1. Purpose of Submittals. Submittals are not Contract Documents. Submittals are for the purpose of demonstrating, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2. Contractor's Submittals.

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- 4.7.2.1. Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District or the Contract Documents, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. If the Contractor fails or refuses to deliver Submittals in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, Liquidated Damages imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. If Liquidated Damages are assessed for the Contractor's delayed submission of Submittals or if the Contractor is assessed Architect fees to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to timely submit any Submittal.
- 4.7.2.2. Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.
- 4.7.2.3. Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. The Contractor has also verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity to the Contract Documents.
- 4.7.2.4. Information Included in Submittals. All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required by the Contract Documents for the Architect's review, evaluation and acceptance of the Contractor's Submittals.

- 4.7.2.5. Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.
- 4.7.2.6. No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.
- 4.7.3. Architect Review of Submittals. The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

Notation	Action Required
No Exceptions Taken	No formal revision required
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required
Revise and Re-Submit	Revise Submittal in accordance with notations and re-submit for revision
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review

- 4.7.4. Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for: (i) the design, engineering and specifying the materials/equipment forming any part of the Deferred Approval Item; (ii) integrating and/or coordinating the Deferred Approval Item with other portions of the Work; (iii) preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time; and (iv) timely obtaining DSA approval thereof.

4.8. Materials and Equipment.

- 4.8.1. Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish

a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, "the Standards"), the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standards. When requested by the Architect or required by the Contract Document, support test data shall be submitted to substantiate compliance with the Standards.

4.8.2. Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items; (ii) the Contractor certifies to the Architect and District that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute meets or exceeds the quality, performance capability and functionality of the item or process specified; and (iii) demonstrate to the reasonable satisfaction of the Architect and District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit calculations, engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 13 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, unless modified in writing elsewhere in the Contract Documents, including without limitation, the Specifications, Addenda or Bid Documents, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty (30) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3. District Standards; "Sole Source" Products. If any material, equipment, product or other item is designated in the Contract Documents as a "District Standard" or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be

completed work of improvement and not subject to substitution. If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall be deemed a "sole source" and shall not be subject to substitution.

4.8.4. Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor.

4.8.5. District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor shall, upon request of the District, Construction Manager or the Architect, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due to the Contractor.

4.8.6. Contractor and Subcontractor Communication. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. The foregoing is a material obligation of the Contractor hereunder.

4.9. Safety.

4.9.1. Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by the Laws required by the type or nature of the Work. The foregoing include, without limitation: (i) workplace safety programs mandated by the Laws. Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

4.9.2. Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the District and the Construction Manager, if any, the Contractor's Safety Plan for the Work for review and acceptance by the District. Acceptance by the District is subject to the Safety Plan conforming to

requirements of the Laws, conditions at or near the Site and the nature of the Work. The Contractor shall modify its Safety Plan as necessary to obtain the District's acceptance thereof. Notwithstanding the District's acceptance of the Contractor's Safety Plan, the Contractor shall remain solely responsible for implementing the Safety Plan and implementing measures as necessary to maintain safety of persons and property at and about the Site. The District's acceptance of the Contractor's Safety Plan shall not limit, restrict or otherwise modify the Contractor's obligations relating to safety at or about the Site in accordance with the Contract Documents and the Laws.

- 4.9.3. Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or Subcontractors; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.
- 4.9.4. Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, barricades, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 4.9.5. Safety Notices. The Contractor shall give or post all safety notices required by the Laws and comply with the Laws bearing on safety of persons or property or their protection from damage, injury or loss.
- 4.9.6. Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager, Project Inspector and the Architect.
- 4.9.7. Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.
- 4.9.8. Hazardous Materials.
- 4.9.8.1. General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all Laws applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.
- 4.9.8.2. Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal

and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. If the Contractor fails or refuses, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Surety.

- 4.9.8.3. Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

4.10. Maintenance of Documents.

- 4.10.1. Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("SDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

- 4.10.2. Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the

District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. Prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.

- 4.10.3. Daily Reports By Contractor. At the end of each work day, the Contractor shall submit a daily report to the Construction Manager and the Project Inspector for document control listing all labor, materials, and equipment involved with the Work for that day, including but not limited to: (i) Labor, number of classifications of work by contractor/subcontractors, (ii) Materials used, by contractor/subcontractor, (iii) Equipment used, by contractor/subcontractors, (iv) Any inspections or testing performed, (v) Any other authorized services or expenditures.

4.11. Site.

- 4.11.1. Contractor's Use of Site. The Contractor shall confine operations at the Site to areas permitted by the Laws or permits relating to the Work, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor is solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

- 4.11.1.1. Marine Corps Base Camp Pendleton. For work pertaining to Santa Margarita and Stuart Mesa, the Contractor shall ensure that any and all personnel, contractor/subcontractors, and the like, have fulfilled the installation requirements for issuance of Base Access passes. Base Access is to be in accordance with Section 00 73 00 – SPECIAL CONDITIONS Attachment B to Special Conditions.

- 4.11.2. Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District. Additional or premium costs incurred by the District for Work performed outside the hours and days of Work permitted at the Site shall be borne solely and exclusively by the Contractor. The District may deduct such additional or premium costs from the Contract Price then or thereafter due the Contractor.

- 4.12. Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. If the Work includes painting and/or the installation of floor covering, before any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste materials, excess excavated materials, tools, Construction Equipment, machinery, surplus materials and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left by the Contractor in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

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- 4.13. Access to the Work. The Contractor shall provide DSA, the District, the Construction Manager, the Project Inspector and the Architect access to the Work, whether in place, preparation and progress and wherever located.
- 4.14. Facilities and Information for the Project Inspector.
- 4.14.1. Information to Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.
- 4.14.2. Facilities for Project Inspector. Facilities, services or other items to be provided by the Contractor for use by the Project Inspector, if any, shall be as set forth in the Special Conditions. If any such facilities, services or other items are designated in the Special Conditions and the Contractor fails or refuses to provide the same, the District may furnish such facilities, services or other items, with the costs, fees or expenses incurred to furnish the same being deducted from the Contract Price.
- 4.15. Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work.
- 4.16. Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.
- 4.17. Encountering of Hazardous Materials. If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless, or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. If such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.
- 4.18. Wage Rates; Employment of Labor.
- 4.18.1. Prevailing Wage Rates.
- 4.18.1.1. Prevailing Wage Rate Schedules. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§ 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code § 1773.1, apprenticeship or other training programs authorized by

California Labor Code § 3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.1.2. Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker. The Contractor is solely responsible for obtaining and complying with prevailing wage rate determinations and modifications thereto during performance of the Work. Any such modification shall not result in an adjustment to Contract Price.

4.18.1.3. Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code § 1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.1.4. Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code § 1771.4, the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay laborers performing any portion of the Work the Prevailing Wage Rate established for the classification of work/labor performed.

4.18.2. Payroll Records.

4.18.2.1. Certified Payroll Records. Pursuant to California Labor Code § 1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.

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- 4.18.2.2. Certified Payroll Records Submittal to Labor Commissioner. The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code § 1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code § 1771.4.
- 4.18.2.3. Inspection and Copies of Certified Payroll Records. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement ("DLSE") and the Division of Apprenticeship Standards of the Department of Industrial Relations ("Apprenticeship Council"); (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, DLSE and the Apprenticeship Council. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Apprenticeship Council or DLSE shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the foregoing requirements, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Council or DLSE, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.
- 4.18.3. Hours of Work.
- 4.18.3.1. Limits on Hours of Work. Pursuant to California Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code § 1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- 4.18.3.2. Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than

eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

- 4.18.3.3. Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Saturdays, Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor shall be responsible for costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

4.18.4. Apprentices.

- 4.18.4.1. Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code § 3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§ 3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

- 4.18.4.2. Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code § 1777.5. Prior to the commencement of the Work, the Contractor and Subcontractors shall submit contract award information (on Form DAS-140) to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Concurrently with submission of contract information on Form DAS-140 to the Apprenticeship Council, the Contractor shall deliver a copy of its completed DAS-140 to the District and the Construction Manager. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

- 4.18.4.3. Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code § 1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall

apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code § 1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code § 1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.18.4.4. Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.4.5. Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall, using California Apprenticeship Council Training Fund Contributions Form CAC-2, pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the

payment of such contributions to such fund(s) as set forth in California Labor Code § 227. Such contributions shall not result in an increase in the Contract Price.

- 4.18.4.6. Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeship Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code § 3081. If the Contractor willfully fails to comply with the provisions of this Article and California Labor Code § 1777.5, pursuant to California Labor Code § 1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code § 1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§ 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.
- 4.18.5. Employment of Independent Contractors. Pursuant to California Labor Code § 1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors' license issued pursuant to California Business and Professions Code §§ 7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code § 2750.5. If the Contractor employs any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code § 1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code § 1021.5, Contractor's violation of this Article 4.18.5 or the provisions of California Labor Code § 1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub- Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.
- 4.19. Assignment of Antitrust Claims. Pursuant to California Government Code § 4552, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (California Business and Professions Code §§ 16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§ 4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.
- 4.20. DSA Construction Oversight. All of the Work is subject to DSA Construction Oversight processes and procedures; a material obligation of the Contractor hereunder is the Contractor's compliance with the processes and procedures established by DSA for the Work. As applicable, the foregoing shall include without

limitation, the processes and procedures established under DSA PR 13-01 in effect at the time of performing the Work hereunder. The foregoing shall include:

- 4.20.1. DSA Approved Documents. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.
- 4.20.2. Correction of Non-Conforming Work. If at any time it is discovered that Work is not in accordance with the DSA approved construction documents, the Contractor shall correct the Work immediately.
- 4.20.3. Verification of DSA 152 Forms. The Contractor shall verify that DSA 152 forms were issued prior to the commencement of construction.
- 4.20.4. Test/Inspection Communications. The Contractor shall meet with the Architect, Construction Manager, the Laboratory of Record retained by the District for special tests/inspections and the Project Inspector to mutually communicate and understand the testing and inspection program, and the methods of communication appropriate for the Work.
- 4.20.5. DSA Form 156 Notifications to Project Inspector. The Contractor shall notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed upon written documents, to the Project Inspector. The Contractor shall notify the Project Inspector of the completion of construction of each and every aspect of the Work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.
- 4.20.6. Limitations on Contractor Work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the Contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved Work. Any subsequent construction activities, that cover up the unapproved Work, will be subject to a "Stop Work Order" from DSA or the District, and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.
- 4.20.7. Final Verified Report. The Contractor shall submit the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector. The DSA 6-C reports are required to be submitted by the Contractor upon occurrence of any of the following events: (i) the Work is substantially complete (DSA considers the Work to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the Work); (ii) Work is suspended for a period of more than one (1) month; (iii) services of the Contractor are terminated for any reason prior to the completion of the Work; or (iv) DSA requests a verified report.
- 4.20.8. Failure to Submit Final Verified Report. Should Contractor fail or refuse to submit the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector, the Final Payment due the Contractor shall be reduced by Twenty-Five Thousand Dollars (\$25,000.00) until such time as the Contractor submits the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector.

4.21. DSA Verified Reports

- 4.21.1. Contractor Actions. The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code § 81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code § 81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion. The Contractor shall provide the District, the Project Inspector, Architect, Construction Manager with copies

of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager and the District concurrently with the Contractor's submission thereof to DSA.

- 4.21.2. District Withholdings From Final Payment. Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District's disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholding by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

ARTICLE 5: SUBCONTRACTORS

5.1. Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15 hereof, subject to the prior rights of the Surety if the District terminates the Contract for the Contractor's default. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

5.2. Subcontractor DIR Contractor Registration.

5.2.1. No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.

5.2.2. Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

5.2.3. Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If Contractor inadvertently identified a Subcontractor in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work whose DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code § 1771.1(c)(3) and/or Labor Code § 1771.1(d).

5.2.4. Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

5.2.5. Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1). "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or

subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."

5.3. Substitution of Listed Subcontractor.

5.3.1. Substitution Process. Request of the Contractor to substitute a listed Subcontractor will be considered only if in strict conformity with this Article 5.3 and California Public Contract Code § 4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorney's fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due to the Contractor.

5.3.2. Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. If the District consents to substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor ("Substituted Subcontractor"). If the Architect determines that revised or additional Submittals are required of a Substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by a Substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. If the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect, the District's administrative costs and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.4. Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to build into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (vi) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

- 6.1. Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.
- 6.2. Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; (vi) Completed Operations; and (vii) pollution liability.
- 6.3. Builder's Risk "All-Risk" Insurance. The Contractor, during the progress of the Work and until Final Acceptance of all Work by the District, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Contractor's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Special Conditions. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.
- 6.4. Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.
- 6.5. Required Qualifications of Insurers. The Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability or Property/Casualty is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as

applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

6.6. Evidence of Insurance; Subcontractor's Insurance.

6.6.1. Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an additional insured as its interests may appear. The additional Insured acknowledgement shall be submitted as a separate declaration from the Contractor's insurance provider (ACCORD form modifications are not acceptable). Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.6.2. Subcontractors' Insurance. Each Contractor shall require that every Subcontractor obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.7. Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one-year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the

Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

- 6.8. Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.
- 6.9. Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the District's Inspector); (ii) the Architect its respective agents and employees; and (iii) if one is designated by the District for the Work, the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the negligent, grossly negligent or willful acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Payment Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.
- 6.10. Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The penal sum of the Performance Bond and the Payment Bond shall each be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.10 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required

under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

ARTICLE 7: CONTRACT TIME

7.1. Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents. References in the Contract Documents to the Contract Time shall be deemed references to the Contract Time for each Contractor for a Bid to achieve Substantial Completion of its portion of the Work of the Project, as set forth in the Special Conditions.

7.2. Progress and Completion of the Work.

7.2.1. Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time. The Work may require Contractor to perform in different areas of the Site simultaneously in order to achieve Substantial Completion of the Work within the Contract Time. As each area becomes available, Contractor shall begin work in those respective areas with additional crews, if necessary, to avoid a reduction of effort in other areas already under construction. The Contract Price shall not be subject to adjustment on account of any action or activity of the Contractor to perform Work simultaneously in different areas of the Site.

7.2.2. Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the District can occupy or use the Work or designated portion thereof for its intended purpose. Substantial Completion shall be determined by the Architect, Construction Manager, if any, and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, Construction Manager, if any and the Architect shall be controlling and final.

7.2.3. Correction or Completion of the Work After Substantial Completion.

7.2.3.1. Punch list. Upon achieving Substantial Completion of the Work, the District, the Project Inspector, the Construction Manager, if any, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punch list"). The exclusion of, or failure to include, any item on the Punch list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2. Time for Completing Punch list Items. In addition to establishing the Punch list items pursuant to Article 7.2.3.1, the Construction Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractor's completion of all Punch list items. If mutual agreement is not reached to establish the time for the Contractor's completion of Punch list items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punch list items within the time established. If the Contractor fails or refuses, for any reason, to complete all Punch list items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.5 hereof. The foregoing notwithstanding, if the

Contractor fails or refuses to complete all Punch list items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punch list items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punch list items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith, and the District may deduct such costs from the Contract Price then or thereafter due to the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are jointly and severally liable to District for any such excess costs.

7.2.4. Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, all Punch list items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect, Construction Manager, if any and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Construction Manager, if any, and the Architect shall be controlling and final.

7.2.5. Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion by the Project Inspector, Construction Manager, if any, and the Architect and it is determined by the Project Inspector, Construction Manager, if any, or the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect, Construction Manager, if any, and the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6. Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents is the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

7.3. Construction Schedule.

7.3.1. Construction Schedule Terms Defined.

7.3.1.1. Bid Schedule. The term "Bid Schedule" refers to the Construction Schedule issued with the Bid Documents, which shall be used by Bidders and their respective Subcontractors for preparation of Bidders' Bid Proposals.

7.3.1.2. Preliminary Baseline Construction Schedule. The term "Preliminary Baseline Construction Schedule" refers to the Construction Schedule issued by the Construction Manager, within ten (10) days after the Notice of Award is issued by or on behalf of the District to a Contractor. The Preliminary Baseline Construction Schedule may incorporate modifications to the Bid Schedule, which do not affect critical path activity durations, but may adjust the date(s) for achieving Substantial Completion and Final Completion of the Work if the date of the issuance of the Notice to Proceed has varied from that indicated in the Bid Schedule.

7.3.1.3. Baseline Construction Schedule. The term "Baseline Construction Schedule" refers to the Construction Schedule developed and prepared by the Construction Manager based upon the proposed modifications or other comments of each Contractor for a Bid to the Preliminary Baseline Construction Schedule. The Baseline Construction Schedule, upon issuance by the Construction Manager, shall be used to manage and coordinate the Work of each Contractor for a Bid and to monitor the progress of construction activities until an Updated Construction Schedule is issued.

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- 7.3.1.4. Updated Construction Schedule. The term “Updated Construction Schedule” refers to all Construction Schedules prepared and issued by the Construction Manager after issuance of the Baseline Construction Schedule. Work of each Contractor for a Bid shall conform to the then most recent Updated Construction Schedule. Actions of the Contractor necessary to conform the progress of the Contractor’s Work with the then current Updated Construction Schedule shall be undertaken and completed as directed by the Construction Manager without adjustment of the Contract Price or the Contract Time.
- 7.3.1.5. Recovery Schedule. The term “Recovery Schedule” refers to a Construction Schedule for the Work of one or more Bids prepared by the Contractor for the Bid to identify and establish the activities and other actions necessary for such Contractor to recover lost time due to delays to the progress of the Contractor’s Work, ability to meet Milestones and/or Project completion dates/requirements. A material obligation of each Contractor for a Bid is its preparation of a Recovery Schedule as directed by the Construction Manager including, without limitation, the incorporation of requirements therein as directed by the Construction Manager. If directed by the Construction Manager to prepare a Recovery Schedule, the Contractor’s submittal of the Recovery Schedule for review and acceptance by the Construction Manager within the time established by the Construction Manager is a material obligation of the Contractor under the Contract Documents. If a Contractor is directed by the Construction Manager to prepare a Recovery Schedule, the Contractor shall modify the Recovery Schedule as necessary to obtain the Construction Manager’s acceptance of the entirety thereof. If a Contractor fails or refuses to prepare a Recovery Schedule as directed by the Construction Manager, the Construction Manager may, at the cost and expense of the Contractor, develop a Recovery Schedule on behalf of such Contractor. In such event, a material obligation of the Contractor shall be its implementation of all measures necessary to conform to the rate of progress to that indicated in the Recovery Schedule prepared by the Construction Manager; and the Contractor’s reimbursement to the District of the costs and expenses incurred to prepare such Recovery Schedule, provided that in lieu of such reimbursement and at the sole election and discretion of the District such costs and expenses may be deducted from any portion of the Contract Price then or thereafter due the Contractor. Neither the preparation of Recovery Schedules nor the actions of the Contractor necessary to comply and conform to the progress indicated in a Recovery Schedule accepted by the Construction Manager (or prepared by the Construction Manager upon failure or refusal of the Contractor to prepare a Recovery Schedule) shall result in adjustment of the Contract Time or the Contract Price.
- 7.3.1.6. Construction Schedule(s). The term “Construction Schedule(s)” as used in the Contract Documents refers collectively to the Bid Schedule, Preliminary Baseline Construction Schedule, Baseline Construction Schedule, and Updated Construction Schedule.
- 7.3.1.7. Three (3) Week Look Ahead Schedules. The term “Three Week Look Ahead Schedules” refers to the detailed schedule of construction activities prepared by each Contractor for a Bid for the ensuing three (3) week period; construction activities indicated in each Contractor’s Three Week Look Ahead Schedules shall conform to the then current Updated Construction Schedule.
- 7.3.2. Bid Schedule. The Bid Schedule is for bidding purposes to establish preliminary contract durations of various activities necessary to complete the Work of each Bid and the Work of the Project. The Project will be constructed by separate contractors, each under direct contract with the District for a specific scope of Work of the Project, as further defined in the Bid descriptions incorporated into the Contract Documents. The scheduling and coordination of the Work of each Bid and the overall Work of the Project shall be by the Construction Manager. Without adjustment of the Contract Price or the Contract Time, each Contractor for a Bid shall comply with the Construction Manager’s directives regarding the scheduling, sequencing and coordination of the Work of each Bid. The District expressly reserves the right to modify the Bid Schedule based upon input from each Contractor or other Project requirements. The Contractor

acknowledges and agrees that modifications to the Bid Schedule after award of the Contract shall not be a basis for adjustment of the Contract Time or the Contract Price.

- 7.3.3. Preliminary Bid Schedules. Within fourteen (14) days following issuance of the Notice of Award for a majority of the Bids, the Construction Manager shall arrange a Project Schedule meeting with all Contractors to review a Preliminary Baseline Schedule. This Preliminary Baseline Schedule shall include any modifications incorporated since development of the Bid Schedule. Within seven (7) days after the Project Schedule meeting, each Contractor shall prepare and submit to the Construction Manager all revisions and recommendations to the Preliminary Baseline Schedule and Submittal Schedule indicating, in graphic form, the estimated rate of progress, manpower required (estimated men per day) and sequence of all Work of the Bid as required under the Contract Documents. Each Contractor for a Bid acknowledges and agrees that its proposed modifications to the Preliminary Baseline Schedule and/or Submittal Schedule are subject to acceptance by the District and the Construction Manager in the sole and exclusive discretion of the District and the Construction Manager. Contractors may submit proposed revisions to the Preliminary Baseline Schedule depicting completion of the Work of the Contractor's Bid in a duration shorter than the Contract Time established for the Bid; provided that if such proposed modifications to the Preliminary Baseline Schedule are accepted, such acceptance shall not be a basis for adjustment to the Contract Price in the event that completion of the Work of the Bid shall occur after the time depicted therein, nor shall revisions to the Preliminary Baseline Schedule be the basis for any extension of the Contract Time. A Contractor may not submit proposed revisions which shorten the Architect's review time for submittals. If a Contractor does not propose modifications or other recommendations relating to the Preliminary Baseline Schedule and Submittal Schedule within seven (7) days after the Project Schedule meeting, the Preliminary Baseline Schedule and Submittal Schedule shall be deemed to be accepted by the Contractor. The Construction Manager shall review, incorporate, or reject the proposed modifications to the Preliminary Baseline Schedules and Submittal Schedule and issue the Baseline Construction Schedule within fourteen (14) days of receipt of Contractor's information stated herein.
- 7.3.4. Baseline Construction Schedule. Based upon the approved input to the Preliminary Baseline Schedule for the entirety of the Project, the Construction Manager will develop and issue the Baseline Construction Schedule. The Baseline Construction Schedule shall control and govern over the sequencing and scheduling noted in the Bid Schedule. The Work of each Bid shall conform to the Baseline Construction Schedule, including updates and/or revisions thereto. The Baseline Construction Schedule shall be reviewed and updated at Project meeting(s) held periodically during the progress of the Work. If the Work of any Bid appears to be delayed such that the Work of the Bid will not comply with required milestone dates, the Bid Substantial Completion date and/or the Project completion date set forth in the Baseline Construction Schedule(s), the Contractor whose activity is on the critical path and/or who has caused the delay(s) shall be liable and assessed Liquidated Damages in accordance with the terms and provisions of the Agreement and these General Conditions. The District shall not be liable nor obligated to any Contractor for the payment of any costs, charges, fees, or expenses arising out of or related in any manner to extended overhead, general conditions, impact costs, home-office costs, out- of-sequence Work, money or any other type of compensation, by any name or characterization, for any delay to any activity not designated as a critical path item on the latest approved Construction Schedule(s). If any delay occurs to any critical path item, compensation to the Contractor, if any, impacted by delays to a critical path item shall only be in strict conformity with applicable provisions of the Contract Documents.
- 7.3.5. Updated Construction Schedules. In the event that the progress of the Work of a Bid or the sequencing of the activities of the Work of a Bid shall materially differ from that indicated in the Baseline Construction Schedule, the Construction Manager may direct the Contractor for a Bid to propose revisions to update the approved Baseline Construction Schedule. The Contractor shall prepare and submit, within two (2) days of the Construction Manager's directive, to the Construction Manager revised input, in graphic form, to the Baseline Construction Schedule. The Contractor may request consent of the Construction Manager to revise the approved Baseline Construction Schedule. Any such request shall be considered by the

Construction Manager and District only if in writing setting forth the Contractor's proposed revision(s) to the Baseline Construction Schedule and the reason(s) therefore. The Construction Manager and District may consent to, or deny, any such request of the Contractor to revise the Baseline Construction Schedule in its reasonable discretion. Also, the Construction Manager may incorporate elements of the Three (3) Week Look Ahead Schedules, as described below, into the Updated Construction Schedule. The Construction Manager will incorporate accepted revisions to the Baseline Construction Schedule and issue an Updated Construction Schedule.

- 7.3.6. Recovery Schedules. The Contractors working on critical path items or whose progress of Work is behind the progress indicated in the current Updated Construction Schedule shall monitor and update the most recently approved Updated Construction Schedule on a monthly basis, (or more frequently as required) by the conditions or progress of the Work, or as may be requested by the Construction Manager. The Contractor(s) for such Bid(s) shall provide the Construction Manager with updated Recovery Schedules indicating utilized and projected manpower, progress achieved and activities commenced or completed within the prior Updated Construction Schedule. The Contractor must also provide a written and/or graphic plan to the Construction Manager, within 48 hours of request, that recovers lost time to achieve the milestone dates and sequencing of activities established in the most recent Updated Construction Schedule. The Construction Manager may direct the sequence for performance of various portions of Work within a Bid or between Bids and may adjust the Construction Schedule(s) at any time the Construction Manager considers the completion date to be in jeopardy because of "activities behind schedule". Without adjustment of the Contract Time or the Contract Price, the Contractor for a Bid shall comply and perform in accordance with revisions to the Construction Schedule(s) issued by the Construction Manager hereunder, and if directed by the Construction Manager, shall take all necessary measures to recover the lost time including, without limitation, increasing its labor force, its supervision force, the number of work shifts, overtime, work on weekends and holidays, increasing the equipment on the Project, revising or modifying its construction procedures and sequences, and/or any other measures which the Construction Manager considers necessary. If requested by the Construction Manager, the Contractor shall also submit, with its updates, a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.
- 7.3.7. Three (3) Week Look Ahead Schedules. The Contractor shall prepare and submit at each Weekly Construction Meeting, a Three (3) Week Look Ahead Schedule for its portion of the Work. The Three (3) Week Look Ahead Schedule shall provide additional definition of manpower, activities and sequencing to that identified on the then current updated Construction Schedule. The form, content and extent of detail in the Contractor's Three (3) Week Look Ahead Schedules shall be in accordance with the directives and instructions of the Construction Manager. Failure of the Contractor to provide a Three (3) Week Look Ahead Schedule may be deemed by the District as the Contractor's default in the performance of a material obligation of the Contractor under Contract Documents.
- 7.3.8. Cost of Scheduling. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction, Recovery or Three (3) Week Look Ahead Schedules shall be solely at the expense of the Contractor without adjustment to the Contract Price. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Construction Schedules. If the Contractor does not comply with the District's request for an Updated Construction Schedule, the District may have the update completed by others at the Contractor's expense. In such event, the updated Construction Schedule shall be deemed binding upon the Contractor and the District may deduct all costs, fees or

expenses in preparing such updated Construction Schedule(s) from any portion of the Contract Price then or thereafter due to the Contractor.

7.3.9. Scheduling Software & Requirements. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work of the Bid including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower (estimated men per day) and other resources required for completion of each scheduled activity; (iv) indicate costs for completion of each scheduled activity; and (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor.

7.3.10. Float. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule. If the Construction Schedules required under this Article 7 incorporate therein any "float" time, such float shall be deemed to belong to and be owned by the District. If the construction progress is ahead of schedule based on the Construction Schedule(s) and a delay is encountered (even if such delay is a District caused delay), no compensation of any type will be due to the Contractor, and the District may claim float days equal to the delay until such float days are exhausted and the delay extends the overall project substantial completion date.

7.4. Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1. Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions, DSA directive to stop the Work or a pandemic or epidemic, including but not limited to COVID-19. Neither the financial resources of the Contractor nor any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional Rain Days directly and adversely impact the critical path progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain

Days. Any and all District approved COVID-19 or other pandemic or epidemic delays shall be excusable, non-compensable delays.

7.4.2. Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code § 7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages, including without limitation, home office expenses, bond capacity impairment or loss of prospective economic advantage. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3. Inexcusable Delays. Inexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Inexcusable Delays.

7.4.4. Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

7.4.5. Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Inexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

7.5. Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); or (iii) complete Punch list items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not

as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punch list items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punch list items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's loss of use damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due to the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punch list items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement. The Contractor acknowledges and agrees that if the Work of the Contractor is not completed in accordance with the Baseline Construction Schedule or Updated Construction Schedules, as applicable, the Contractor shall be liable for costs, fees, expenses or losses incurred by other contractors for other Bids to the extent that the acts or omissions of the Contractor cause or contribute to such costs, fees, expenses or losses sustained by other contractors. The Liquidated Damages liability of the Contractor to the District shall not operate to limit the Contractor's liability for the District's actual damages incurred, including but not limited to extended inspection, architect and Construction Manager costs resulting from the acts or omissions of the Contractor. The Liquidated Damages liability of the Contractor to the District shall not operate to limit the Contractor's liability for any and all costs, fees, expenses or losses sustained by other contractors resulting from the acts or omissions of the Contractor.

7.6. District Right to Take-Over Work.

7.6.1. Progress of Work. Unless caused by the District, Architect, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after seventy-two (72) hour advance written notice from the Construction Manager to the Contractor of its failure or refusal, the District may, without terminating the Contract or waiving, limiting or conditioning any right or remedy of the District, thereafter furnish or cause to be furnished such materials, labor, equipment or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the District in furnishing such materials, labor, equipment or services shall be at the sole cost of the Contractor, and the District may deduct the same from the Contract Price then or thereafter due to the Contractor. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

7.6.2. Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents or the Laws.

ARTICLE 8: CONTRACT PRICE

- 8.1 Contract Price. The Contract Price is the amount stated in the Agreement, and, subject to adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for completion of the Work and other obligations of the Contractor under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents. References in the Contract Documents to the Contract Price shall be deemed references to the Contract Price under each Contract awarded by the District to a Contractor for construction of a portion of the Work of the Project.
- 8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, in a form acceptable to the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown is subject to the District's review and approval of the form and content thereof. If the District objects to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Upon the District's approval of the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted, conditioned or withheld in the sole discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.
- 8.3 Progress Payments.
- 8.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the District, Project Inspector, Construction Manager, if any, and the Architect, Applications for Progress Payments ("Payment Applications"), on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Payment Applications shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above provided that such values are only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.
- 8.3.2 Payment Application Review for Determination of Proper Payment Application. In accordance with Public Contract Code § 20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the Contractor's Superintendent and/or the Contractor PM; which verifies that all Certified Payroll Records for the

Contractor and all Subcontractors for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with Labor Code § 1771.4; (ii) Certified Payrolls of the Contractor and all Subcontractors for laborers performing any portion of the Work for which the Progress Payment is requested; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code § 8132 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code § 8134 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (v) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; (vi) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Construction Manager prior to disbursement of the Progress Payment; and (vii) an updated Construction Schedule, reflecting Work actually completed and in progress. In accordance with Public Contract Code § 20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.3 Verification of Work Completed. Upon receipt of a Payment Application, the Architect, Construction Manager, if any, and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with requirements of the Contract Documents and to determine the portion of the Payment Application which is properly due to the Contractor under the terms of the Contract Documents.

8.3.4 District's Disbursement of Progress Payments.

8.3.4.1 Timely Disbursement of Progress Payments. Pursuant to Public Contract Code § 20104.50, within thirty (30) days after the District's receipt of a proper Payment Application, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application, as verified by the Project Inspector, Construction Manager, if any, and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If a Payment Application is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Payment Application, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment is deemed to commence on the date that the District is actually in receipt of documents not submitted with the Payment Application, or

corrections to documents with the Payment Application so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code § 20104.50, if the District fails to make a Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the District shall pay the Contractor interest on the undisputed amount of such Payment Application at the legal rate of interest set forth in California Code of Civil Procedure § 685.010(a). The foregoing notwithstanding, if the District determines that any Payment Application is not proper, pursuant to Article 8.3.2 above, and the District does not return such Payment Application within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Payment Application without incurring interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.4.3 District's Right to Disburse Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may, in its sole discretion, issue joint checks to the Contractor and Subcontractors/Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective or non-conforming Work. Notwithstanding approval or disbursement of a Progress Payment for Work deemed to be defective or non-conforming, the Contractor shall remain obligated under the Contract Documents to repair, replace or otherwise correct such defective or non-conforming Work

8.3.5 Progress Payments for Changed Work. The Contractor's Payment Applications may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.6 Materials or Equipment Not Incorporated Into the Work.

8.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of a Payment Application, has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a Payment Application requesting payment for such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage;

and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the Site pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment shall not be deemed the District's default hereunder. If the District elects to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site or which are in the process of fabrication or transportation to the Site.

8.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

8.3.7 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Payment Application shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor or Material Supplier because of a dispute or any other reason.

8.3.8 Title to Work. The Contractor warrants that title to all Work covered by a Payment Application will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of a Payment Application, all Work for which a Progress Payment has been previously disbursed and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop payment notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.9 Substitute Security for Retention. Pursuant to California Public Contract Code § 22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code § 22300. The foregoing and the provisions of California Public Contract Code § 22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following the date of award of the Contract to Contractor shall be deemed a waiver of such right.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect, Construction Manager, if any, and the Project Inspector will promptly make a final inspection of the Work and when the Architect, Construction Manager, if any and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been

fully performed by the Contractor, the Architect, Construction Manager, if any, and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best of their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

- 8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors/Material Suppliers in accordance with California Civil Code §§ 8136 and 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop payment notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.
- 8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code § 7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor fails to timely submit completed DSA Reports in accordance with Article 4.20.7 above, the Final Payment due the Contractor shall be reduced in accordance with Article 4.20.8, above.
- 8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.
- 8.4.5 Claims Asserted After Final Payment. Any lien, stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor and the Surety. The Contractor and Surety shall indemnify, defend and hold harmless the District and its officers, agents, representatives and

employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorney's fees incurred by the District in connection therewith.

- 8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or back charge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due to Subcontractors/Material Suppliers; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Payment Notice Claims filed with the District pursuant to California Civil Code § 9350 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code § 12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Payment Application or Application for Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.
- 8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code § 10262, the provisions of which are deemed incorporated herein by this reference. If the Contractor fails to make payment to Subcontractors in conformity with California Public Contract Code § 10262, the provisions of California Public Contract Code § 10253 shall apply; by this reference, the provisions of California Public Contract Code § 10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due to Subcontractors in accordance with Public Contract Code § 7107.
- 8.7 Computerized Job Cost Reporting System.
- 8.7.1 Job Cost Reporting. The Contractor and each Subcontractor shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.
- 8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis

for individual line items and the totality of the Work reflected in the job cost report; and (ii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

- 8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

ARTICLE 9: CHANGES

- 9.1. Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorization issued pursuant to the preceding sentence; the Contractor is not relieved or excused from its obligation to promptly commence and diligently complete any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by Laws enacted after award of the Contract.
- 9.2. Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The issuance of a Change Order pursuant to this Article 9 in connection with any Construction Change Directive authorized by the District is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Construction Change Directive. Upon completion of the Work subject to a Construction Change Directive, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price for such Change, District shall issue a Unilateral Change Order pursuant to this Article 9.
- 9.3. Contractor Notice of Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District or the Architect which in the opinion of the Contractor constitutes a Change to the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect, Construction Manager, if any and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination is the Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.
- 9.4. Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, Construction Manager, if any, the Project Inspector and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation

of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.5. Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.5.1. Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority. Costs computed to any of the following methods shall exclude: (i) fees, salaries or other compensation for: field/office supervisory personnel, project engineers, scheduler, estimator, drafting/detailing; (ii) vehicles not directly engaged in performance of a Change; (iii) field/home office expenses, including personnel, materials, supplies, etc.; (iv) on-Site or off-Site trailer, storage costs (whether rented, leased or owned); and (v) except as incorporated into an applicable Prevailing Wage Rate for labor required to complete a Change, insurance (including without limitation, general liability, automobile liability, employer's liability and workers compensation).

9.5.1.1. Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District, Construction Manager, if any, or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.5.1.2. Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.5.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.5.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor is deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor notifies the District, the Architect, Construction Manager, if any and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Construction Manager, the Architect and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.5.1.2, Contractor shall, pursuant to Article 9.9 below, diligently proceed to perform and complete any such Change.

9.5.2. Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.5.1.1 or 9.5.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.5.2.1. Allowable Labor Costs. Except in the event adjustment of the Contract Price for a District authorized Change is computed by unit prices, the labor costs allowable for incorporation into a Contract Price adjustment for a Change shall be limited as set forth herein.

9.5.2.1.1. Limitation to Field Labor and Prevailing Wage Rates. The Contract Price adjustment for labor necessary to complete a Change shall be limited to the laborers of the Contractor or Subcontractors actually and necessarily engaged in the performance of the Change and for which there is a prevailing wage rate classification. Wage rates for laborers shall not exceed the applicable prevailing wage rate in the locality of the Site for the classification(s) of labor necessary to complete a Change. Use of a prevailing wage rate classification which increases the costs of a Change shall not be allowed. Overtime labor charges for performing any part of the Change shall only be allowed if authorized in writing by the Architect, Construction Manager and the District prior to Contractor's performance of the overtime labor. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted.

9.5.2.1.2. Fringe Benefits, Payroll Taxes and Labor Burden. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth herein.

9.5.2.1.3. Excluded Labor Costs. The Contract Price adjustment for labor costs on account of a Change shall exclude costs: (i) for preparing estimate(s) of the costs of the Change; (ii) to maintain records relating to the costs of the Change; (iii) for coordination and assembly of materials and information relating to the Change or performance thereof; (iv) to supervise, coordinate or manage the Work of a Change; or (v) any other general administrative overhead or general conditions costs associated with the Change or performance thereof as such costs are incorporated into the overhead and general conditions mark-up costs set forth herein.

9.5.2.2. Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

9.5.2.3. Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the

nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, Construction Manager, if any, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, Construction Manager, if any, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.5.2.3.1. Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.5.2.4. Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1, 9.2 or 9.3, or should the Contractor encounter conditions which the Contractor believes to obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. If more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. If any Subcontractor provides or performs any portion of a Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative which shall constitute the Contractor's representation and warranty to the District that all information contained therein is true, accurate, complete and relates only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, Construction Manager, if any, or the Project Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for

inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.5.3. Adjustment to Contract Time. In the event of any Change to the Work authorized pursuant to this Article 9, the Contract Time affects the critical path of the Work, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. The Contractor is solely responsible for timely submitting scheduling data, analysis and other materials necessary or required by the District to substantiate the Contract Time adjustment requested by the Contractor for a Change. The District is not obligated to consider any adjustment to the Contract Time on account of a Change until the Contractor has submitted such scheduling data, analysis and other materials.

9.5.4. Addition or Deletion of Alternate Bid Item(s). If the Bid Proposal for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted to the extent that the addition or deletion of an Alternate Bid Item actually affects Work on the critical path of the Construction Schedule as of the date upon which an Alternate Bid Item is added to or deleted from the Work.

9.6. Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, including without limitation: impacts of any kind; preparation and processing of any and all related RFIs, ASIs, Bulletins, FCDs, Quotes, and/or CCDs; inefficiencies; productivity losses; delay; acceleration; field and home office overhead; and any and all other incidental costs for all of the work described in the Change Order, as well as any and all adjustments to the Contract Time necessitated thereby. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.6, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification

of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

- 9.7. Unilateral Change Orders. A Unilateral Change Order is a Change Order issued by the District, in the sole and exclusive discretion of the District, before the Contractor and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to a Change. The District may, in its sole reasonable discretion, issue a Unilateral Change Order for any Change to the Work authorized by the District when the Contractor and the District have been unable to reach mutual agreement as to the extent of any adjustment to the Contract Price or Contract Time on account of such Change. If the District elects to issue a Unilateral Change Order, the District shall forward to the Contractor a copy of the proposed Unilateral Change Order (for the Contractor's information) at least ten (10) days prior to the date of the Board of Trustees' meeting to review and consider approval of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor only if the District's Board of Trustees' takes action to approve or ratify the Unilateral Change Order. Any and all claims by the Contractor arising out of such Unilateral Change Order, and/or the Change giving rise to such Unilateral Change Order, shall accrue as of the date of the Board of Trustees' action approving or ratifying a Unilateral Change Order and shall be subject to the claim provisions set forth in Article 16.11. Notwithstanding any provision of the Contract Documents to the contrary, an express condition precedent to the Contractor's exercise of rights and remedies under Article 16.11 relating to a Unilateral Change Order, is the Contractor notification to the District, Architect and Construction Manager, if any, in writing of the Contractor's objections to all or any portion of a Unilateral Change Order within ten (10) days after the date of the Board of Trustees meeting ratifying or approving a Unilateral Change Order; failure of the Contractor to do so is deemed the Contractor's acceptance of the entirety of a Unilateral Change Order, as approved or ratified by the District's Board of Trustees and an express unequivocal waiver by the Contractor of any right or remedy of the Contractor, under the Contract Documents or the Laws to: (i) object to the Unilateral Change Order or any portion thereof; or (ii) further adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order.
- 9.8. Contractor Notice of Changes. If the Contractor claims that any instruction, RFI, FCD, ASI, Bulletin, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Construction Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time is subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.8, any such adjustment shall be determined in accordance with the provisions of Articles 9.5.1 and 9.5.2.
- 9.9. Disputed Changes. If there is any dispute or disagreement between the Contractor and the District regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance and completion of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in

accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

- 9.10. Emergencies. In an emergency affecting or threatening the safety of persons, or which affects or threatens the Work, or property, the Contractor, without special instruction or prior authorization from the District, Construction Manager or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.
- 9.11. Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Contractor shall carry out such orders promptly.
- 9.12. Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.7 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

- 10.1. District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.
- 10.2. District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.
- 10.3. Mutual Responsibility. The Contractor shall afford the District and separate contractors of the District reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.
- 10.4. Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect, Construction Manager, if any, and the Project Inspector any discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.
- 10.5. District's Right to Withhold for Delay to Separate Contractors.
- 10.5.1. Progress of Work. Unless caused by the District, Architect, Construction Manager, Project Inspector, or separate contractor, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain progress of the Work in accordance with the then current Construction Schedule thereby delaying the Work of separate contractor(s), the District may, after forty-eight (48) hours advance written notice from the District to the Contractor of its failure or refusal, direct, instruct and authorize the separate contractor(s) to furnish or cause to be furnished such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule.
- 10.5.2. District's Right to Withhold. If the work of a separate contractor to the District on the Project is delayed by the acts or omissions of the Contractor, any and all costs, expenses, and/or other charges incurred by the District for the work of such separate contractor(s) resulting from such acts or omissions of the Contractor shall be the sole responsibility of, and be borne by, the Contractor, and the District may deduct the amount of any and all such costs, expenses, and/or other charges from the Contract Price then or thereafter due the Contractor. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, the Contractor and the Performance Bond Surety shall be jointly and severally liable to the District for such amounts in excess of the Contract Price, provided that the liability of the Performance Bond Surety shall be limited to the penal sum of the Performance Bond. The assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to,

and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 7.5 hereof.

- 10.5.3. Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents, or arising by operation of the Laws.

ARTICLE 11: TESTS AND INSPECTIONS

11.1. Tests; Inspections; Observations.

11.1.1. Contractor's Notice. If the Contract Documents, the Laws or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. If any portion of the Work subject to tests, inspection or approval is covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2. Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor. The foregoing notwithstanding, if the portion(s) of the Work subject to tests/inspections is/are not ready for such test/inspection at the time indicated in the Contractor's notice under Article 11.1.1 or if upon completion of such test/inspection, the portion(s) of the Work subject to such test/inspection do not meet or exceed the minimum requirements of such test/inspection, the Contractor shall be solely responsible for the payment of all fees, costs or expenses arising out of or related in any manner to subsequent tests/inspections of such portion(s) of the Work, and resulting delays, disruptions or other impacts to completion of the Project. Further, notwithstanding the District's payment of fees, costs or expenses for conducting initial tests/inspections, if any actions or failures to act of the Contractor or person or entity providing or performing Work under the direction or control of the Contractor require tests/inspections to be conducted over a period of more than eight (8) hours per day by any single person or on weekends/holidays, the Contractor shall be solely responsible for the payment of fees, costs or expenses which result from test/inspection services which exceed eight (8) hours per day by any single person or on weekends/holidays.

11.1.3. Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the Laws, including without limitation, Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Construction Manager or the Architect and not by the Contractor.

11.1.4. Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect or Construction Manager, if any will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Construction Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections

or approvals and the fees of the Architect, Construction Manager, if any, and the Project Inspector in connection therewith.

11.2. Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

11.3. Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1. Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform to the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which constitutes Defective or Non-Conforming Work may be rejected by the District, the Construction Manager, the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the Defective or Non-Conforming nature of the Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any Defective or Non-Conforming Work whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting Defective or Non-Conforming Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Defective or Non-Conforming Work.

12.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all Defective or Non-Conforming Work which are neither corrected by the Contractor nor accepted by the District.

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- 12.6 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct Defective or Non-Conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such Defective or Non-Conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall be jointly and severally liable to the District for any such excess amount.
- 12.7 Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Defective or Non-Conforming Work in lieu of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable. The District's determination of the extent of reduction of the Contract Price on account of Defective or Non-Conforming Work accepted by the District shall be binding, conclusive, dispositive and not subject to appeal or other dispute resolution procedures, unless such determination is manifestly unreasonable.

ARTICLE 13: WARRANTIES

- 13.1 Workmanship and Materials. The Contractor warrants to the District that: (i) the Work and all materials and equipment incorporated therein conform to requirements of the Contract Documents; (ii) all materials and equipment incorporated into the Work are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (iii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect, Project Inspector, Construction Manager or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed Defective or Non-Conforming. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item. The obligations of the Contractor hereunder are in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws.
- 13.2 Warranty Work. If, within two (2) years after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. If the Contractor fails or refuses to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.
- 13.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District a form of Guarantee, to be submitted to the Construction Manager for review and approval prior to acceptance. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor and any right of the Contractor to Final Payment.
- 13.4 Survival of Warranties; Surety Obligations. The Contractor's warranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor's warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

ARTICLE 14: SUSPENSION OF WORK

- 14.1 District's Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.
- 14.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15: TERMINATION

15.1 Termination for Cause.

15.1.1. District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will ensure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards the Laws or requirements of any public entity having jurisdiction over any portion of the Work; (vi) if the Contractor disregards proper directives of the Architect, the Construction Manager, the Project Inspector or District; (vii) Defective/Non-Conforming Work which the Contractor neglects or refuses to correct; or (viii) if the Contractor otherwise violates any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or the Laws.

15.1.2. District's Rights Upon Termination. If the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on or about the Site, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment at or about the Site or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest price for completion of the Work. If the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3. Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4. Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

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- 15.1.5. Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees, fees for additional professional and consultant services, and the District's administrative costs, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and Surety shall be jointly and severally liable for payment of such difference to the District.
- 15.1.6. Contractor Responsibility for Damages. The Contractor and the Surety shall be jointly and severally liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work exceeding the Contract Price.
- 15.1.7. Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.
- 15.1.8. District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by the Laws or under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.
- 15.2. Termination for Convenience. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of a termination for convenience. Should the District proceed with a termination for convenience as set forth herein, the Contractor's damages shall be limited to those set forth in this Article 15.2. The District may, in its sole discretion, elect to have Subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

ARTICLE 16: MISCELLANEOUS

- 16.1. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.
- 16.2. Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.
- 16.3. Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.
- 16.4. Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 16.5. Severability. If any provision of the Contract Documents is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
- 16.6. No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.
- 16.7. Gender and Number. Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.
- 16.8. Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.
- 16.9. Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.10. Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the

Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.11. Dispute/Claims Resolution.

16.11.1. Contractor Continuation of Work. Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents and/or the Work, the Contractor shall continue to diligently prosecute and perform the Work in accordance with requirements of the Contract Documents, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

16.11.2. Public Contract Code § 9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code § 9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.11.2.1. Claim Defined. The term "Claim" shall be as defined in Section 9204.

16.11.2.2. Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.11.2.3. District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.11.2.4. Meet and Confer.

16.11.2.4.1. Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute ("Meet and Confer"). The Contractor's Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non- Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will

schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

16.11.2.4.2. Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.11.2.5. Non-Binding Mediation.

16.11.2.5.1. Contractor Initiation. The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; by registered mail or certified mail, return receipt requested; within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

16.11.2.5.2. Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.11.2.5.3. Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.11.2.5.4. Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

16.11.2.5.5. Post-Mediation Disputed Claims. Any Claims or issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.11.2.5.6. Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and, subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

16.11.2.6. Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

16.11.2.7. Subcontractor Claims.

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- 16.11.2.7.1. Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively “Subcontractor”) lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor (“Subcontractor Claim”). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor’s written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
- 16.11.2.7.2. Contractor Certification of Subcontractor Claim. The District’s review of Subcontractor Claims is expressly subject to the Contractor’s submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor’s review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code § 12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.
- 16.11.2.7.3. District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.
- 16.11.2.7.4. Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.
- 16.11.3. Government Code Claim Requirements. Pursuant to Government Code § 930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of GOVERNMENT CODE §§ 945.4, 945.6 AND 946 (“GOVERNMENT CODE CLAIMS PROCESS”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the Contractor’s compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code § 900, et seq.
- 16.11.4. Binding Arbitration of Claims.

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- 16.11.4.1. JAMS Arbitration. Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before one (1) retired judge in accordance with the CONSTRUCTION ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION MEDIATION SERVICES ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.
- 16.11.4.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator.
- 16.11.4.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in CALIFORNIA CODE OF CIVIL PROCEDURE § 1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 16.11.4.4. Arbitration Award. The award rendered by the Arbitrator ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with CALIFORNIA CODE OF CIVIL PROCEDURE § 1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to CALIFORNIA CODE OF CIVIL PROCEDURE §§ 1286.4 AND 1296, vacate the Arbitration Award if, after review, the Court determines that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post- award proceedings shall be as set forth in CALIFORNIA CODE OF CIVIL PROCEDURE § 1285 ET SEQ.
- 16.11.4.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator may award arbitration costs, including Arbitrator's fees but excluding attorneys' fees, to the prevailing party. By this arbitration provision, the District and the Contractor acknowledge and agree that neither shall recover from the other any attorney's fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder. The limited exceptions in the Contract Documents that provide attorney's fees for specific issues shall

neither be construed as applying to this arbitration provision under CALIFORNIA CIVIL CODE § 1717(A) nor be deemed to be “authorized by the Laws.”

- 16.11.5. Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.
- 16.12. Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, casualties, pandemics, epidemics, or quarantines; provided that the delayed party: (i) gives the other party prompt written notice of such cause, (ii) uses its reasonable efforts to correct such failure or delay in its performance, and (iii) resumes performance as soon as reasonably practicable. Any and all delays resulting from a force majeure event, as specified herein, will only be classified as excusable, non-compensable delays.
- 16.13. Limitation on Special/Consequential Damages. In the event of the District’s breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 16.14. Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.
- 16.15. Attorney’s Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorney’s fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.
- 16.16. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 16.17. Prohibited Interests. No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.
- 16.18. Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.
- 16.19. Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]

SECTION 00 73 00 – SPECIAL CONDITIONS

Application of Special Conditions. These Special Conditions form a part of the Contract Documents for the Work generally described as:

DISTRICT-WIDE SAFETY & SECURITY
RFP No. 2024-21-193P

District Furnished Drawings and Specifications. Pursuant to Article 2.1.3 of the General Conditions, the District will furnish to the Contractor for use solely and exclusively in connection with performance of the Work one (1) copy of the Drawings and Specifications. Additional copies of the Drawings and Specifications may be reproduced by the Contractor at its cost and expense or may be obtained by the Contractor from the District at the cost of the District's reproduction plus ten percent (10%).

Copies of Agreement and Bonds. The number of required executed copies of the Agreement is three (3) and the number of required executed copies of the Performance Bond, and the Payment Bond is three (3).

Construction Manager. The Construction Manager is CCM/MAAS.

Notice To Proceed, Commencement of Contract Time. The Contractor shall commence Work and the Contract Time shall commence on the date stated in the Notice to Proceed for the commencement of the Work.

Contract Time for Completion of Interim Milestones and Substantial Completion of Bids. The District intends to construct the Project using a "Multiple Contractor" approach; each Multiple Contractor awarded a Contract for a Bid will perform the Work of the Bid. The scope of Work and other requirements of each Bid are described elsewhere in the Contract Documents. The Commencement Date for the Work of each Bid shall be the date set forth in the Notice to Proceed issued by or on behalf of the District for each Bid. The Contractor awarded a Bid must complete Interim Milestones indicated below for a Bid and must achieve Substantial Completion of the Work of the Bid within the number of calendar days indicated below for each Bid. Failure of the Contractor awarded the Contract for a Bid to complete Interim Milestones and Substantial Completion within the time set forth below for each Bid will subject the Contractor to Liquidated Damages as set forth below.

Minimum Coverage Amounts.

Contractor Insurance. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Type of Coverage	Minimum Requirement
Commercial General Liability: Including bodily injury, personal property damage, advertising injury, and medical payments Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Automobile Liability Insurance: Any auto Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000
Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000

Liquidated Damages. The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punch list shall be as set forth herein.

Delayed Substantial Completion. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work in the per diem sum of Two Thousand Five Hundred Dollars (\$2,500.00).

Delayed Submission of Submittals. If the Contractor fails to submit a Submittals in accordance with the Submittal Schedule, the Contractor shall be liable to the District for Liquidated Damages for each delayed Submittal at the rate of one Hundred Dollars (\$100.00) from the date that such Submittal was due to be submitted pursuant to the Submittal Schedule and the date that the Contractor actually submits the Submittal to the Architect.

Delayed Punch list. If the Contractor fails to complete Punch list within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punch list until the date that all Punch list is actually completed in the per diem sum of Five Hundred Dollars (\$500.00).

Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.

Hours & Days of Work at the Site.

Work Hours/Days. Work at the Site is limited to Mondays through Fridays, excluding District holidays. No Work at the Site is permitted except during such days and hours. Hours of Work at the Site shall be subject to limitations established by the City of Oceanside, Public Works Department, as the same may be amended from time to time. Subject to amendments promulgated by the City of Oceanside, Department of Public Works, permitted hours of Work at the Site are: 7:00AM- 7:00PM.

Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2024 - 2025 Academic Calendar are attached hereto as Attachment A and incorporated herein for the Contractor's reference and use.

Contractor Personnel Parking. Contractor vehicles must display an Oceanside Unified School District parking permit on the dashboard of the vehicle at all times while parked on District property if parking outside their project fence-line. Vehicles failing to display the required permit will be cited and Contractor, its Subcontractors, employees and/or related personnel will be responsible for all on-campus and on Site parking violations. Permits may be purchased from the daily parking permit machines. Limited parking will be available within the perimeter of the Site without cost or charge to the Contractor, on a first-come, first-served basis. Additional parking is available in District parking lots; parking of motor vehicles in District parking lots is subject to daily parking charges and compliance with District parking lot rules and regulations. No adjustment of the Contract Time or the Contract Price shall be allowed on account of limited parking within the Site or for parking in the District's parking lots.

Site Perimeter Fencing. Shall be in conformance with the site phasing plan and is subject to modification at the sole discretion of the District without additional cost. Owner to provide fencing.

Project Signage and Barricades. In addition to the safety signage required per General Conditions 4.9.5, the Contractor shall furnish and install and maintain additional project signage as set forth in the Contract Documents.

Facilities/Services for Project Inspector. The Contractor shall provide/furnish the following facilities/services or other items for use by the Project Inspector: See Attachment B. All costs, fees, expenses or other charges for the following are included within the Contract Price.

District Provided Temporary Utilities. Pursuant to Article 4.3.4 of the General Conditions, during the Contractor's performance of the Work, the District will provide utility services and a point of connection for electrical power and domestic potable water. The connection and placement, relocation and removal of temporary distributions of the electrical power and domestic potable water utility service provided by the District will be assigned to certain Contractors for certain Bids. Contractors may use the temporary electrical power and domestic potable water service provided by the District provided that: (a) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (b) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased, if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, no Contractor shall use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor responsible for such activities, without adjustment of the Contract Time or the Contract Price, from an off-site source or mobile water delivery service.

Mark-Ups On Changes To The Work. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the maximum allowable mark-up percentage on actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Ten Percent (10%). In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the maximum percentage mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate or one percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

Weather Days for Unusually Severe Weather Conditions. For purposes of Article 7.4.1 of the General Conditions, the number of days of weather days for unusually severe weather conditions expected during the Project Contract duration is **[5]** workdays. Construction Schedules prepared pursuant to the Contract Documents shall incorporate the unusually severe weather days set forth below. The Contract Time will not be subject to adjustment for unusually severe weather conditions if the actual number of unusually severe weather conditions during the Project Contract Duration exceeds the number of unusually severe weather days set forth above. To be considered an Unusually Severe Weather Day, all of the following conditions must be met: (i) the unusually severe weather conditions must occur on a scheduled workday; (ii) the weather conditions must be the sole cause of the work stoppage for a continuous period of at least three (3) hours; and (iii) the work stopped must be on the critical path of the then current Updated

Construction Schedule. Contractor shall submit a written request to the Construction Manager for approval of an unusually severe weather day(s): (i) identifying the date and duration of unusually severe weather condition, (ii) the type of unusually severe weather conditions, and (iii) a schedule fragnet evidencing its impact on the Project's critical path schedule.

Utility Services Disruption. If any portion of the Work requires the cessation, limitation or other disruption to utility services (including without limitation, electrical power, voice/data services, water, sewer, storm drain, or gas) serving any portion of the Oceanside Unified School District, the Contractor shall not commence such Work without three (3) business days prior written notice to the District of the extent and nature of utility service cessation, limitation or disruption and written approval by the District to proceed with such Work. The District's approval of any cessation, limitation or disruption of utility services may be denied, granted or conditioned in the sole and exclusive discretion of the District. The foregoing may include, without limitation, approval conditioned on the Contractor providing temporary utility services and distribution thereof during the cessation, limitation or disruption of utility services during; any such temporary utility services and distributions thereof shall be at the cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time.

Vegetation Removal/Vegetation Trimming. All activities relating to the removal of any existing vegetation in or about the Site shall be coordinated with the District pursuant to such limitations, restrictions or conditions established by the District. Prior to any vegetation removal activities, each Contractor and its Subcontractor performing any portion of the vegetation removal or related activities shall meet and confer with the District to establish the scope of removal/trimming. If a Contractor removes or trims vegetation materials without having engaged in such meet and confer with the District and the District's designation of the scope and extent of removal/trimming, the Contractor shall be responsible for all costs, fees and expenses to replace the removed/trimmed vegetation materials as directed by the District.

Existing Improvements/Conditions.

Verification of Existing Improvements/Conditions. Prior to commencement of any portion of the Work, the Contractor shall review the Contract Documents and the existing improvements/conditions in, on or about the area(s) for such portion of the Work to confirm that the actual existing improvements/conditions are consistent with the existing improvements/conditions depicted in the Contract Documents. If any discrepancies exist between actual existing improvements/conditions and those depicted in the Contract Documents, the Contractor shall, prior to commencement of Work in such area notify the District Representative and the Architect, in writing of such variation; as necessary or appropriate, the Contractor shall obtain clarification or direction from the District Representative and/or the Architect to address such variations.

Damage or Destruction to Existing Improvements/Conditions. If any portion of the Work results in damage or destruction to any existing improvements or conditions in, on or about the Site, the Contractor shall: (i) notify the District Representative and the Architect in writing within four (4) hours of the occurrence of an event of damage or destruction and (ii) repair, replace or otherwise correct such damage/destruction and restore the existing improvements/conditions to the condition existing immediately prior to such damage or destruction at the sole cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time. The foregoing notwithstanding, the Contractor shall not, and shall not permit others to, backfill or cover-up any damage or destruction to existing improvements/conditions without prior notice by the Contractor to the District of backfilling or covering-up of damage/destruction and the District's authorization to proceed with backfilling or covering-up.

No Use of Existing Facilities. The personnel of the Contractor, Subcontractors and other performing Work at the Site shall not use any existing facilities, improvements in, on the Oceanside Unified School District campus, including without limitation, trash/rubbish bins/dumpsters, restrooms, food service areas, loading/storage areas and other similar areas.

Vehicular Access. Construction activities which limit or prevent access to existing vehicular roadways or existing parking areas shall be performed only during non- school hours. Performance of Work in such areas during non-school hours shall be without adjustment of the Contract Price or the Contract Time

Fire, Police, Emergency Access. Each Contractor shall at all times during the Work provide unimpeded vehicular access for the police, fire and other emergency services in and around the Site and adjacent areas. Each Contractor shall provide the District, Construction Manager and any other public agency designated by the District with keys/codes/card keys to all Site perimeter locks.

Demolition Materials.

Demolition Materials Categories. All demolished materials/equipment shall be separated by the Contractor into three (3) categories: (i) concrete and concrete type materials; (ii) steel and other metals; and (ii) general trash.

Recycling of Demolition Materials. Each Contractor and each of its Subcontractors engaged in any portion of the demolition work shall: (i) recycle concrete/concrete type and steel/metal materials; and (ii) maintain recycling records/submit recycling reports as set forth herein. All concrete/concrete type and steel/metal demolition materials shall be recycled at appropriate recycling centers and/or locations. Each Subcontractor engaged in any portion of the demolition work shall submit a written report to the Contractor upon completion of its demolition activities at the Site. Each report shall include: (i) the name of the Contractor/Subcontractor; (ii) address/telephone of the Contractor/Subcontractor; (iii) date(s) of demolition materials removed; (iv) estimated weight of demolition materials removed from the Site; (v) type(s) of demolition materials removed from the Site; and (vi) the disposal location. Each Contractor shall compile the foregoing reports prepared by its Subcontractor and submit to the District and Construction Manager a comprehensive report of demolition materials types, removal and disposition prior to Final Payment. The Contractor's obligations under the preceding sentence are material and each Contractor's submission of the comprehensive report summarizing the reports of its Subcontractors activities relating to demolition materials and the removal, disposal or recycling thereof is an express condition precedent to the District's obligation to disburse the Final Payment and each Contractor's right to receive the Final Payment. The Contractor shall submit to District with each progress payment application a written report or manifest detailing all recycled and demolished materials removed from the Project during the progress payment period.

Waste Disposal. No Contractor or any Subcontractors of any tier are permitted to use District dumpsters or waste disposal services for removal of waste and debris resulting from the Work. Each Contractor must, without adjustment of the Contract Price, provide for the removal of waste/debris materials from the Site with its own forces or with its own retained waste/debris removal service.

Discovery Of Archeological Resources. If, during the Work, the Contractor encounters materials which are or may be an Archeological Resource (as that term is used and defined in California Public Resources Code § 21083.2), the Contractor shall take action as set forth herein.

Contractor Responsibility. Upon encountering such materials, the Contractor shall: immediately cease Work and any other activity which will or may result in disturbances of the area(s) where such materials are encountered; (ii) immediately notify the Architect, Project Inspector and District in writing of the encountering of such materials; and (iii) take appropriate measures, including any directed or authorized by the District to cordon-off the area(s) in which such materials are encountered to prevent access to, and further disturbance of such area(s), pending determination of whether such materials are Archeological Resources and direction from the District regarding resumption of Work in such area(s).

District Investigation. Upon receipt of such written notice from the Contractor, the District shall promptly investigate and determine whether the materials encountered constitute Archeological Resource(s), and if so, whether such materials are Unique or Non-Unique Archeological Resources. Upon completing such investigation, the District

shall notify the Contractor in writing of the results of such investigation, along with direction for resumption of the Work or further suspension of the Work in such area(s), pending completion of archeological mitigation measures.

Contractor Continuation of Work. If it is determined that the materials are not Archeological Resources or are Non-Unique Archeological Resources (as that term is used and defined in California Public Resources Code § 21083.2(h)), the District shall notify the Contractor in writing of such conclusion. Upon receipt of such notice from the District, the Contractor shall immediately resume the Work in the area(s) where potential Archeological Resources were encountered. If it is determined that the materials are Unique Archeological Resources (as that term is used and defined in California Public Resources Code § 12083.2(g)), the District shall notify the Contractor in writing of such conclusion. In such event, the Contractor shall defer further Work in such area(s) pending the District's completion of archeological mitigation measures and direction or authorization from the District to resume Work in such area(s)

Adjustment of Contract Time for Encountering Actual or Potential Archeological Resources. If the Contractor encounters materials which are or may be Archeological Resources and the Work is suspended pending the District's investigation of such materials to ascertain whether or not such materials constitute Archeological Resources and the suspension of Work in such area(s) directly delays performance of activities on the Critical Path of the then current Master Project Schedule, such suspension of the Work shall be deemed an Excusable Delay (as that term is used and defined in Article 7.4.1 of the General Conditions). The Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Contractor's Critical Path activities are delayed by such suspension. The Contract Price due the Contractor shall not be subject to increase or other adjustment on account of suspension of Work as a result of encountering materials which are or may be Archeological Resources.

Adjustment of Contract Time for Encountering Unique Archeological Resources. If the Contractor encounters materials which are determined to be Unique Archeological Resources and the Work is suspended pending the District's archeological mitigation activities and the suspension of Work in such area(s) directly delays performance of activities on the Critical Path of the then current Master Project Schedule, such suspension of the Work shall be deemed an Excusable Delay (as that term is used and defined in Article 7.4.1 of the General Conditions). The Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Contractor's Critical Path activities are delayed by such suspension. The Contract Price due the Contractor shall not be subject to increase or other adjustment on account of suspension of Work as a result of encountering materials which are determined to be Unique Archeological Resources.

Adjustment of Contract Price. The extent to which, if any, the Contract Price due the Contractor is subject to adjustment as a result of encountering actual or potential Archeological Resources shall be limited as set forth herein. Adjustment of the Contract Price shall be limited to activities necessary to secure the area(s) in which actual or potential Archeological Resources are encountered from further access or disturbances. The extent of adjustment of the Contract Price shall be limited to the allowable costs and mark-ups thereon for Changes to the Work, as set forth in the Contract Documents.

Contractor Continuation of Work In Other Areas. The foregoing provisions shall not excuse nor limit, waive or modify the Contractor's obligation to diligently proceed with performance of Work in all areas of the Site unaffected by the encountering of materials which may be Archeological Resources.

Similar Conditions. The intent of the Contract Documents is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and cases of construction on this project. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specifically specified to be different in the Contract Documents. Any deviation must be approved in writing by the Architect prior to incorporation into the Work.

Applicable Codes. All Work shall conform with the most recent edition of the California Building Code as adopted and amended DSA and the Laws. All Work shall conform to all applicable requirements set forth in Titles 21 and 24 of the California Code of Regulations. No part of the Contract Documents shall be construed as requiring or permitting Work contrary to the requirements of the Laws.

Handicap Access Regulations. The Contractor and all Subcontractors shall comply with Title 24 of the California Code of Regulations relating to Disabled Access Regulations and ADA, Americans With Disabilities Act Regulations whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, the Contractor, without adjustment to Contract Price or Contract Time, shall maintain barrier-free paths of travel.

Conflicts in Drawings and Specifications. In addition to the provisions of Article 1.12.3 of the General Conditions, the following shall apply:

Inclusion of conflicting Items: Where an item or portion of the Work is described in conflicting or different terms, the Contractor shall provide without adjustment of the Contract Price, the highest cost alternative that can be reasonably inferred from the Contract Documents, as determined by the Architect.

Locked Door Policy. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to a Locked Door Policy. No building room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.

Sex Offender Campus Registration. Pursuant to California Penal Code section 290, all Sex Offenders who reside, or are living as a transient upon, or are enrolled at or employed by, a campus of the University of California, California State University, community college or other institution of higher learning, must register with the campus police department, in addition to registering with the police or sheriff's department having jurisdiction over his or her residence. In addition, California Penal Code section 290 requires that students and employees who reside out of state but go to school or work in California must register as Sex Offenders here if they are required to register in their state of residence. An employee is defined as a person who is employed in California on a full or part-time basis, with or without compensation, for more than fourteen (14) days, or for an aggregate period exceeding thirty (30) days in a calendar year. A student is defined as a person who is registered in an educational institution, as defined in Education Code section 22129, on a full or part-time basis. The student/employee must register in the jurisdiction where he or she attends school or is employed.

Completion of Work. The Contractor shall complete all Work no later than the date set forth in the Contract Documents.

[END OF SECTION]

ATTACHMENT A TO SPECIAL CONDITIONS

Academic Calendar

KEY **Bold** – Non-School Days
***Bold** – Classified Contractual Holidays
Bold – Teacher/District In-service

OCEANSIDE UNIFIED SCHOOL DISTRICT
2024-2025 School Calendar

Board of Education Approved
Revised
April 16, 2024

School Month	M	T	W	T	F	Student Days	Teacher Days	Key Dates	Explanations
July	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4* 11 18 25	5 12 19 26			July 4	Independence Day
August	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	12-12	16-16	August 8 August 9 August 9 - 14 August 15 August 15 - 16	New Teachers Report Returning Teachers Report Teacher In-service Days SCHOOL BEGINS Minimum School Days
September	2* 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26 27	6 13 20	20-32	20-36	September 2	Labor Day
October	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18	23-55	23-59		Elem Conference Week Oct. 11-18
November	4 11* 18 25	5 12 19 26	6 13 20 27*	7 14 21 28*	8 15 22 29*	15-70	15-74	November 11 November 25 - 29 November 27 November 28 & 29	Veterans Day Thanksgiving Break Admission Day Observed Thanksgiving Day & day after
December	2 9 16 23 30	3 10 17 24* 31*	4 11 18 25*	5 12 19 26	6 13 20 27	15-85	15-89	December 20 Dec. 23- Jan. 10 December 24 December 25 December 23 December 31	First Semester Ends (85 days) Winter Break Christmas Eve Day Christmas Day 261 Credit Days Classified (12 month only) New Year's Eve Day
January	6 13 20* 27	7 14 21 28	1* 8 15 22 29	2 9 16 23 30 31	3 10 17	13-98	13-102	January 1 January 13 January 20 January 27	New Year's Day Second Semester Begins Martin Luther King Day Observed Non School Day
February	3 10 17* 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21* 28	15-113	15-117	February 17 February 17 – 21 February 21	George Washington Day Observed Presidents' Week Abraham Lincoln Day Observed
March	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21	20-133	20-137	March 10	Non School Day
April	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24	11* 18 25	17-150	17-154	April 7 – April 11 April 11	Spring Break Classified Holiday
May	5 12 19 26*	6 13 20 27	7 14 21 28	8 15 22 29	9 16 23 30	21-171	21-175	May 26	Memorial Day
June	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19* 26	6 13 20 27	9-180	10-185	June 12 June 12 June 13 June 19	Second Semester Ends (95 days) SCHOOL ENDS Teacher In-service Day Juneteenth

ATTACHMENT B TO SPECIAL CONDITIONS

**Contractor Provided Facilities, Services, Furnishings & Equipment For Project Inspector And Construction
Manager**

DIVISION 01—GENERAL REQUIREMENTS

SECTION 01 01 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT/WORK IDENTIFICATION

- A. General: This document outlines the scope of work for implementing a centralized PA intercom and bell system at various sites within the Oceanside Unified School District. The chosen system should offer comprehensive functionalities for streamlined communication, centralized management, and enhanced safety measures.
1. All licensing and accessories needed to put equipment in service should be included in the proposal. All equipment and components should be new in all respects and in OEM factory sealed containers. Equipment may not be “reworked,” “refurbished,” or otherwise made to appear as new. Proposals should include equipment installation and removal of existing equipment per the district’s instructions.
- B. Contract Documents: Indicates the work of the contract and related requirements and conditions that have an impact on the project. This includes but is not necessarily limited to that shown on the drawings and specified herein.
1. Work to be performed throughout the site within or about the property line of the project.
2. Alternates.
3. Requirements for partial occupancy prior to substantial completion of the contract work.
- C. Summary of References: Work of the Contract can be summarized by references to the Contract, Agreement, General Conditions, Special Conditions, Specification Sections, Drawings, addenda and modifications to the contract documents issued subsequent to the initial printing of this project manual and including, but not necessarily limited to, printed material referenced by any of these. It is recognized that work of the contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.

1.02 ABBREVIATED WRITTEN SUMMARY:

- A. Briefly and without force and effect upon the contract documents, the work of the contract can be summarized as follows:
- Improve communication efficiency: Facilitate clear and timely communication across the organization through various audio channels including bells, announcements, emergency alerts, and personalized notifications.
 - Centralized management: Offer a centralized platform for managing all aspects of the audio system including scheduling, user access, and system settings.
 - Enhance security and safety: Provide features for initiating emergency broadcasts and ensuring seamless communication during critical situations.
 - Increase flexibility and scalability: Integrate seamlessly with existing infrastructure and allow for future expansion and upgrades.
 - Empower educators: Equip classrooms with an audio platform that facilitates clear and engaging instruction, streamlines classroom management, and enhances the learning experience.

B. Overview: This section provides a high-level overview of the main components in this scope of work and how they integrate. The system should offer a centralized platform for managing intercom, paging, bells, and emergency notifications, ultimately improving communication and sound quality throughout the school. Please refer to the “Hardware/Software Specifications” section for detailed explanations of the various network audio interface functionalities. This is intended to be a high-level description only.

- Central Server: The central server software will be deployed as a virtual server located on OUSD’s existing Hyper-V server infrastructure. This server acts as the core of the system, managing all software functions and communicating with network audio interfaces throughout the school.
- Network Audio Interfaces: Network audio interfaces are installed throughout the school building and connect to the central server. These interfaces provide either a line-level output for common area audio delivery and control or a standard classroom feature set specifically designed to enhance the learning environment.
- Line Out Interfaces: Typically installed in common areas such as hallways, cafeterias, and gymnasiums, these interfaces provide a simple line output for connecting to amplifiers and speakers.
- Classroom Interfaces: Offer a wider range of features specifically designed for classrooms including:
 - Voice amplification: Amplifies the teacher's voice for improved audibility throughout the classroom.
 - Audio mixing: Allows mixing multiple audio inputs such as microphones, laptops, and other media devices.
 - Two-way communication: Enables two-way communication between the classroom and site administration.
 - Wall-mounted touch pad: A touch pad will be installed on the wall in each classroom to provide convenient control over the audio system functionalities.

C. Hardware/Software Specifications:

The reference equipment sections contain the district’s preferred equipment models; proposals should include these models (or equivalent) in the appropriate quantities. Any equivalent model should have an equal or better specification than the reference equipment. All equipment and components should be new in all respects and in OEM factory sealed containers. Equipment may not be “reworked,” “refurbished,” or otherwise made to appear as new.

- Minimum Hardware Specifications: The district is willing to accept bids from alternative manufacturers as long as they meet or exceed the current district standard. Please see the section “Trade Names and Alternatives” in this RFP for further information.
- Central Server System Requirements:
 - Reference Equipment: Audio Enhancement EPIC system
 - Web-based access
 - Virtual environment deployment
 - Network communication protocols: SIP, RTP
 - VoIP integration
 - Scheduling and management interface
 - Unlimited bell schedules
 - Map-based interface
 - Audio integration
 - Zone management
 - Tone generation
 - Independent operation during VoIP system failures
 - Centralized administration tool

-
- Future-proof compatibility
 - Access control
 - A/V management
 - Fire alarm integration
 - Event management
 - Emergency broadcasts
 - Personalized notifications
 - Safety features
 - Two-way communication
 - Personal alert system
 - Administrative Kiosk:
 - Reference Equipment: Audio Enhancement EPIC Kiosk
 - Secure countertop placement or secure wall mounting
 - High-resolution (1080p or higher) widescreen IPS capacitive touch screen monitor
 - Securely attached unidirectional boom microphone
 - Infoview Clock/Digital Messaging Device:
 - Reference Equipment: Audio Enhancement Infoview display
 - Secure wall mounting
 - High-resolution (1080p or higher)
 - District View System Interface:
 - One central location for the district to login and manage all of the sites.
 - Browser access
 - Allow for district-wide paging announcements
 - Networked Receiver and Amplifier (Classroom):
 - Reference Equipment: Audio Enhancement MS-700 Optimum Amplifier
 - Power Output: 30 Watts RMS
 - Efficiency: Minimum 92%
 - Distortion: Total Harmonic Distortion (THD) $\leq 1\%$
 - Signal-to-Noise Ratio: ≥ 89 dB
 - Central System Communication
 - RS-232 Control Interface
 - Audio Inputs
 - Line Output
 - Touch Panel Wall Controller Support
 - GPIO Support
 - Network Connectivity: 10/100 Mbps
 - Power over Ethernet (PoE+) Support
 - LLDP Support
 - Wireless Microphone Receiver
 - Network Interface (Common Zones):
 - Reference Equipment: Audio Enhancement MS-300 Network Interface
 - Network Connectivity: 10/100 Mbps
 - Line-Level Output
 - Power over Ethernet (PoE+) Support
 - RS-232 Control Interface
 - GPIO Support
 - LLDP Support
 - Wireless Microphones:
 - Reference Equipment: Audio Enhancement XD Teacher Microphone
 - Protocol: DECT
 - Battery Life: ≥ 8 hours
 - Unique Channel per Classroom

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- Form Factor: Hands-free with lanyard
 - Pairing Button
 - Automatic Feedback Blocker
 - Emergency Alert Button
 - Mute Button and Volume Control
 - Rechargeable with Internal Battery

D. Speaker Specifications:

1. Classrooms with T-Bar Ceilings: Audio Enhancement CS-12 Ceiling Speaker
 - Form Factor: Flush-mounted
 - Speaker Type and Frequency Response: Full-range, 70 Hz to 15 kHz
 - Power Handling: Maximum 50 Watts, Program 25 Watts
 - Impedance: 8 Ohms
 - Sensitivity: 88 dB (1W/1m)
 - Coverage Angle: 100° conical
 - UL Certification
 - Mounting Hardware
2. Classrooms without T-Bar Ceilings: Audio Enhancement WS-09
 - Form Factor: Wall-mounted
 - Speaker Type and Frequency Response: Full-range, 80 Hz to 20 kHz
 - Power Handling: Continuous 50 Watts
 - Impedance: 8 Ohms
 - Sensitivity: 88 dB (1 Watt/1 meter)
 - Mounting Hardware
 - Common Areas: Quam SYSTEM 6VPS (Or equivalent)
 - Form Factor: Wall-mounted
 - Frequency Response: 350 Hz to 10 kHz
 - Power Handling: 16W RMS, 25/70V multi-tap transformer
 - Sensitivity: 110dB SPL 1W/1M
 - Coverage Angle: 90°
 - Enclosure: Stainless steel, white powder coat finish, vandal-resistant
3. Outdoor Common Areas: Atlas GA-30T (Or equivalent)
 - Form Factor: Round, high-impact plastic horn
 - Power Rating: 30 Watts
 - Frequency Response: 350Hz–7.5kHz (±5dB)
 - Sensitivity: SPL (1w/1m): 106dB
 - Dispersion: 60°
 - Power Taps: 25V: 2, 4, 8, & 15; 70.7V: 4, 8, 15, & 30
 - Environment: Outdoor
4. Amplifier Specifications (Common Area Zone Amplifiers):
 - Reference Equipment: Audio Enhancement JBL CSA Series Amplifiers (Or equivalent)
 - Power Output: 80W, 120W, 300W (as needed)
 - ENERGY STAR certified
 - Sleep mode disable function
 - RS-232 control capability

E. Classroom Camera Specifications:

- Reference Equipment: Audio Enhancement EDUCAM PTZ
- 3.5mm Audio Input
- PTZ functionality
- RS-232 control capability

F. Deliverables:

1. The bidder shall provide a comprehensive solution encompassing all aspects of installation, configuration, and integration to ensure seamless implementation and optimal functionality of the audio/PA system. The bidder will work with OUSD to ensure a clear understanding of what existing network drops and 70v speakers will be reused.

G. Training:

1. The bidder shall provide comprehensive onsite training to each campus upon completion of the project. This training would include front office staff and all teachers. Bidder shall also provide the opportunity to send 2 OUSD employees to manufacture training.

H. Installation: The bidder shall follow all California Electrical Codes for installation.

1. Existing Intercom Systems: Bidder shall reuse existing 70v speakers and wiring for each site, replacing the zone amplifier and network interface.
2. Pre-install Walkthroughs: Contractor shall work with OUSD on pre-install walkthroughs to determine the exact location of equipment.
3. Network Cabling (Cat6) Installation:
Network cabling for all zone amplifiers, Infoview Wall Displays, front office kiosk and all other network devices will be the responsibility of the awarded contractor.
4. The following schools have two (2) existing cat6 cables in each classroom, terminated to a single gang wall plate and unused. Contractor will pull those cables up the wall and reuse them for connections to the classroom amplifier and classroom camera.
 - Del Rio ES
 - El Camino HS
 - Foussat ES
 - Martin Luther King MS
 - Laurel ES
 - Libby ES
 - Lincoln MS
 - Mission ES
 - Nichols ES
 - Oceanside HS
 - South Oceanside ES
 - Santa Margarita K-8

The remaining 3 schools will have all new network cabling run by the awarded contractor.

- Ivey Ranch ES
- McAuliffe ES
- Stuart Mesa K-8

I. District Responsibilities:

1. Oceanside USD will provide all Network Switches and the associated POE+ power needed to run the system.
2. Oceanside USD will provide all IDF and MDF racks

J. Additional Requirements:

1. Bidders must hold an active C-10 license
2. Solution must integrate with existing Audio Enhancement EPIC systems currently installed in the District.
3. Bidders must hold a current Audio Enhancement Certification

PART 2 - EXECUTION

2.01 PERFORMANCE

- A. Provide quality workmanship for the related work indicated and specified herein, meeting the quality standards of the trades affected by the scope of work per these contract documents.

- B. Time Line
 - 1. Refer to the Agreement for construction time, which shall start as of the date specified in the initial letter "Notice to Proceed" from the Architect and/or the Owner to the Contractor and end with the date of acceptance of work by the Owner.

 - 2. Substantial completion of work or a designated portion thereof is the date certified by the architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the work or designated portion thereof for the use intended.
work per these contract documents.

- C. Project shall comply with Title 24, parts 1-6, and 9.

- D. Title 24, Parts 1-5 must be kept on site during construction.

- E. The Project Inspector and testing lab shall be employed by the owner and approved by the A/E of Record, Structural Engineer (when applicable), delegated professional engineer (when applicable), and DSA.

[END OF SECTION]

DIVISION 27—COMMUNICATIONS

**SECTION 27 51 23 – INTEGRATED IP BASED SAFETY & INTERCOMMUNICATION SYSTEM WITH
CLASSROOM SOUND ENHANCEMENT**

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The requirements of the contract documents, including the General and Supplementary General Conditions and Division 1 – General Requirements shall apply to the work of this section.
- B. At the time of proposal, any exceptions taken of these specifications, all variances from these specifications and all substitutions of operating capabilities or equipment called for in these specifications shall be listed in writing and forwarded to the Architect / Engineer. Any such exception, variances or substitutions which were not listed at the time of bid and are identified in the submittal, shall be grounds for immediate disapproval with comment.

1.02 SCOPE OF WORK

- A. The work covered by this section of the specifications shall include all material, labor, hardware, software, firmware and programming to install a completed operating system as described herein and shown in the drawings. The system shall utilize the school's shared data network, and not require the use of any proprietary switches, routers, or other network components. The physical network components shall be provided by the owner or the contractor, the scope of this document does not include the physical network including switches, routers, or network cabling. Beyond the shared data network hardware, the rest of the system shall be complete with all necessary materials, labor, hardware, software, firmware and programming specifically tailored for the installation. It shall be possible to permanently modify the software on site by using a system administrator software network interface.
- B. The intent of this specification shall maximize communications between the classroom and administrative areas utilizing VoIP (Voice over Internet Protocol) Technology while enhancing school safety and reducing maintenance, operational, and installation cost. Intended system shall integrate seamlessly as a complete system for local sound reinforcement as well as supporting intercom, paging, and bells functionality.
- C. Under this specification, the system shall provide a complete VoIP Communication System for all classrooms and flex spaces as indicated on the drawings. An analog solution using speakers and volume controls in the offices, corridors, exterior locations, restrooms, gymnasium, cafeteria, and ancillary support buildings shall also be part of this project.
- D. The Communication System shall provide VoIP or network distribution of intercom, overhead paging, emergency paging, class change time tones, emergency tones and program material. The system shall also support visual messaging that will match the audible messages from the system including automated setup of the devices.
- E. Any and all miscellaneous materials, labor, hardware, software, firmware and programming that is not listed in the specification section that is required to provide a complete and operating system shall be provided as part of the scope of work for this installation.
- F. The work covered by this section of the specifications shall be coordinated with all trades that are affected by the installation of this system. All work shall be complete and as required and specified elsewhere under these project specifications.
- G. All the actual required system components and cabling are not shown or specified as this carries between acceptable manufactures and suppliers. It shall be the responsibility of the contractor to obtain this information from the acceptable supplier and or manufacturer and include the cost of the same in his bid.

1.03 APPLICABLE CODES AND STANDARDS

- A. All devices of the system shall be listed by UL (Underwriters Laboratory). All components of the system shall bear the UL label.
- B. The system shall be installed in strict accordance with all the requirements of the National Electric Code.
- C. The system shall be installation in strict accordance with the requirements of the Americans with Disabilities Act (ADA).
- D. The system shall be installed in strict accordance with the requirements of all other applicable codes as well as all Federal, State, and local codes.

1.04 RELATED DOCUMENTS

- A. Secure all required permits and approvals prior to installation.

1.05 RELATED WORK

- A. The contractor shall coordinate work in this section with all related trades that the system effects of integrates with. Work and / or equipment provided in other sections and related to the system shall include but not be limited to the following:
 - 1. Cable support system
 - 2. Structured Cabling System installer
 - 3. Network Infrastructure Supplier – switches/routers

1.06 SUBMITTALS

- A. Furnish to the Architect / Engineer complete equipment submittal technical specification sheets and shop drawing submittals in .pdf format for this system including but not limited to the following:
 - 1. A material list with the quantity of each piece of equipment, names of manufacturers, model numbers and the technical data information on all equipment the contractor proposes to install. This material list shall be broken out and listed by Specification Section, per piece of equipment. If a piece of equipment is needed but not listed in this specification section, it shall be listed in the area of the submittal it pertains to. The technical information shall be a piece of the manufacturer's printed literature that is produced by the equipment manufacturer. Internet web page listings will not be accepted. Provide a description of any special installation procedures that will differ from what is specified or shown on drawings.
 - 2. Complete system circuit diagrams of the entire system, point to point on scaled floor plans scaled to match that of the scale of the project documents. The shop drawings are required to clearly illustrate how all components are related to each other and how they interconnect to each other. A complete point to point wiring diagram of any and all panels and how they interconnect with all the components and or devices that are part of the system as well as any ancillary devices that are being provided by other trades. All cables run shall be shown of the shop drawing submittals. Cable tags shown on the shop drawing submittals shall correspond with cable tags that are located inside equipment enclosures as well as documented on the as-built drawing. The shop drawing submittals shall include scaled drawings of all racks, panels, consoles and special assemblies. The show drawing shall include all circuit numbers of all cables and terminal connections as well as how they are labeled. Each drawing shall have a descriptive title and all subparts of each drawing shall be completely described. All drawings shall have the name of the project, Architect / Engineer and contractor in the title block. The floor plans, rooms names and numbers for the submittal drawings shall

match that of the project documents. The symbol used on the submittal drawings shall match that of the project documents. The only information to be shown on the submittal drawings for this Specification Section shall be information that pertains to the system that is being submitted on.

3. Provide a detailed custom description of the operation of the submitted system for this installation and a statement listing every technical and operation parameter wherein the submitted equipment varies from what was originally specified. If the submitter fails to list a particular variance and his submittal is accepted; but subsequently, deemed to be unsatisfactory because of the unlisted variance, the submitter shall replace or modify such equipment at once without cost to the Owner. A letter or certificate from the manufacturer stating that the system contractor is an authorized distributor and installer of the submitted equipment shall be supplied.
4. The contractor shall be responsible for providing to the Architect / Engineer any and all additional information required and as deemed necessary by the Architect / Engineer for submittal and shop drawing submittal review.

1.07 QUALITY ASSURANCE

- A. This specification section shall be a one (1) manufacturer responsibility or as specified herein with no exceptions. Any variances to this specification item shall be submitted to the Architect / Engineer ten (10) working days prior to proposal for review by the Architect / Engineer. The equipment manufacturer for this specification section has been in business manufacturing the specified equipment for a minimum of ten (10) years.
- B. The contractor shall be the factory authorized and factory certified distributor and installer of the equipment to be provided for this specification section. The installation contractor's factory certification shall be submitted to the Architect / Engineer as part of the contractor's subcontractor and materials list at the time of the bid as well as with the shop drawing submittal.
- C. The contract for the systems described herein shall be assigned to the general contractor for the building construction. The intercommunication system contractor shall coordinate all work and work sequencing with the general contractor.
- D. Owner and Architect / Engineer Inspections: The Owners technology staff and Architect / Engineer shall provide advice as requested. The Owners' technology staff shall inspect the project as the work progresses. Prior to final acceptance of the work, the Contractor shall decide with the appropriate authorized Owner personal to inspect the construction areas, both to ensure satisfactory completion of the work and to ensure complete cleanup and restoration of areas affected by the work. Temporary protection, coverings, and structures shall be removed at or before the time of inspection.

1.08 CIRCUITING GUIDELINES

- A. All wiring shall be Cat. 6/6a for connections to speakers, call switches, etc... for future migration to a complete IP (Internet Protocol) based intercom paging system. Cabling from the MDF or IDF to each classroom enclosure shall be provided by others. A patch cable, providing connectivity from the work outlet faceplate to the MS-500 shall be provided by others to the AV contractor for connection to the network.
- B. Each classroom / education space to have a dedicated network connection to the intercom paging system head-end to provide 2-way communications from the integrated paging system console as well as the district IP based phone system.
- C. Each office / administrative space to have 1-way communications from the paging system and is capable to being addressed from the building telephone system handset.

- D. Each corridor / common space / exterior space including library, cafeteria and gymnasium to have 1-way communications from the paging system and be capable of being addressed from the building telephone system handset.
- E. All wiring shall be in accordance with the manufacturer's specifications and certified for performance.

1.09 SEQUENCE OF OPERATIONS

- A. The ability to be distributed via a fiber 10/100/1000Mb switched, VLAN enabled network or 10/100/1000Mb switched stand-alone intercom network. It shall be possible to eliminate the need for copper feeder cables between the Main and Intermediate distribution frames using fiber optic cabling.
- B. Shall have SIP (Session Initiation Protocol) Integration to connect all talk-paths to the VoIP phone system of choice. This shall support registering as an extension on the system or through the use of a SIP Trunk.
- C. The system shall provide the ability to support a SIP tunnel from the building's VoIP phone system to provide two-way communication from all administrative telephones to any location equipped with a talkback speaker or audio system with room microphone.
- D. System shall interface with any VoIP telephone system using SIP type integration thus allowing the school(s) to upgrade or replace their telephone system without suffering a requirement to replace, or lose any feature of, their internal communications (intercom) system. Any system that limits system features based upon any selected telephone system and is not SIP based shall not be acceptable.
- E. The system shall have the ability to call 911 or any other programmed number/extension from the classroom as a part of the intercom communication system giving opportunity of messages to identified individuals or groups.
- F. System alerts must be able to be self configured and triggered from both classroom and headend. Alerts for example are medical, lockdown, evacuation, hold in place, disturbance, etc.
- G. Automatically sound a tone or play a pre-page WAV file over any loudspeaker connected for two-way communication to alert the classroom teacher that this 2-way call has been established. This is intended to prevent unauthorized monitoring.
- H. Distribution of emergency announcement(s) from any authorized telephone to all areas furnished with a loudspeaker. Emergency announcements shall have the highest system priority
- I. Distribution of general announcements from any administrative telephone, staff telephone, or classroom telephone. The system shall be capable of providing all-call, group call, or multiple group call.
- J. Classroom speakers or audio systems with room microphone shall be software assignable to unlimited paging groups.
- K. Provide the ability to define and archive unlimited schedules with up to three hundred (300) events per schedule. Each scheduled event shall be capable of activating included tones or playing custom audio/voice phrases or controlling any I/O port on a system network interface for building control and scheduled along with a bell. Schedule administration, modification and creation functions shall be available through web access on remote computers and mobile devices.
- L. The system shall automatically make audible messages display on scrolling LED displays as needed with no additional programming.
- M. The system shall support a strobe light to be used in conjunction with audible messages for loud areas.
- N. The system shall provide an administrative console for the front office, consisting of a touch screen interface no less than 22" diagonal interface.
- O. The system shall support CAP and allow for API interoperability such as gunshot detection, weapon detection, vape detection, and other 3rd party hardware.

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- P. The User Interface shall be map based and support full touch operation. The manufacturer shall provide the ability to take a map in any format, including paper copy, PDF, Visio, etc. and create from that the map used for the primary user interface. Non map-based User Interfaces will not be considered.
 - Q. The WAV or MP3 files shall be activated via the administration software, telephone and / or telephone system and / or pushbuttons.
 - R. The system must allow 3rd party IP Cameras integrations into the system map to display during emergency events.
 - S. The system shall be capable of dynamic room/zone paging
 - T. The WAV or MP3 files shall be programmable as to what level of priority they can be broadcast. They shall be programmable to override any class change tones, normal all call, music, and intercom in the event of an emergency.
 - U. The WAV or MP3 files shall also have the ability to be broadcast into any one or all of the zones with the system. Simultaneous playback of different audio to different zones must be possible.
 - V. The WAV or MP3 files shall have the ability to be broadcast via a schedule for any day of the week or time of the day. They shall also have the ability to be broadcast for any duration of time and repeat number of plays with the ability to select how long the duration is between each repeated broadcast.
 - W. The WAV or MP3 files shall also have the ability to be a part of the classroom change tones within the system. These files shall be able to replace any tone within the class change schedules as to offer the flexibility of customizable tones and or phrases in this class change mode.
 - X. It shall be possible without the cost of additional hardware/software to incorporate a LAN / WAN district wide paging system by means of the built in VoIP district Paging Adapter or district software. This adapter shall give the district the ability to page each school independently, as a group of schools, or all schools.
 - Y. The system shall be capable of automatically listening into a classroom in the event of an alert or lockdown.
 - Z. The system shall allow for the integration of changeable message signs to support bells and notifications. These signs shall be multi-color, multi segment LED scrolling displays and powered and controlled via a network PoE (Power over Ethernet) connection.
 - AA. The system shall also allow for the integration of third-party system through the use of contact closure, TCP (Transmission Control Protocol) communication, RS-232 communications and HTTP (HyperText Transfer Protocol) communications.
 - BB. The system shall support and allow for devices to be managed within the system itself including device discovery, automated programming and automated assignment to rooms and zones.
 - CC. System must support device programming templates per device per site and support making individual adjustments to those templates on a per device basis and that setting would supersede the template for that device only.
 - DD. System shall support monitoring and upgrading firmware of supported devices.
 - EE. System shall support management of IP based PoE visual message displays and automate the programming of devices through the interface including automatically applying visual messages for bells and notifications without the use of a secondary application or software.
 - FF. The system shall support door status monitoring with alerts and warning based on defined times. There must be the ability to bypass reporting based on bell schedules and special events.
 - GG. The system shall support an automated commissioning function that allows the system to be placed into a test mode and monitors and reports the commissioning status of the devices.
 - HH. System shall support a district server that will allow for management and monitoring of all schools in the district. Server must support physical and virtualized server deployments. The district central server will allow for centralized paging to entire district, groups of schools or individual schools. Server will support the ability to record and preview the page before it sends to the sever. Server will also support sending notifications to a school, group of schools or entire district. Server will support defining associated campuses for schools to automate events and notifications at those sites. Shall support centralized reporting of alerts and allow to directly interact with alert. Server interface shall

be map based and support nested maps allowing for closer detail on an area or grouping of schools. District server shall support monitoring servers and devices at campus and alert via UI on any degraded or offline devices. Server shall support direct access of campus servers through single pane of glass and will not require authenticating into individual sites.

1.10 WARRANTY

- A. The manufacturer and installation contractor shall guarantee the system, equipment and all its components for a minimum of one (1) year from date of final acceptance of the system as documented by the Architect / Engineer. This guarantee shall cover the replacement of all parts and labor to replace the same made necessary by normal usage and wear.
- B. Upon completion of the installation of the system, the contractor shall provide to the Architect / Engineer and Owner a signed written statement, on company letterhead, substantially in form as follows: "The undersigned, have engaged as the Intercom paging system contractor for the _____ building project confirms that the system was installed in accordance with the wiring diagrams, instructions and directions provided by the manufacturer."
- C. Contractor shall repair, adjust, and / or replace, whichever the Owner and / or Architect / Engineer determines to be in its best interests, any defective equipment, materials, or workmanship, as well as such parts of the work damaged or destroyed by such defect, during warranty period, at the contractor's sole cost and expense.
- D. In the event that any of the equipment specified, supplied, and / or installed as part of the work should fail to produce capacities or meet design specification as published or warranted by the manufacturer of the equipment involved or as specified in this document, the contractor shall, in conjunction with the equipment manufacturer, remove and replace such equipment with equipment that will meet requirements without additional cost to the Owner.

1.11 TRAINING AND INSTRUCTION FOR OWNER MAINTENANCE

- A. A training program including a minimum of four (4) hours on the use of the system shall be provided to the Owner to use at their discretion. A full and complete overview of the system shall be included in this training as well as any literature required by the Owner to allow complete and total use of the system by the Owner's designated staff. System maintenance requirements for the equipment will also be documented and turned over the Owner. User and help videos shall also be made available to the customer via USB thumb drive or via an online fashion.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. The following manufacturers are approved to submit proposals for this project:
 - 1. Audio Enhancement – EPIC (Education Paging & Intercom Communications) System™

2.02 EQUIPMENT

- A. INTERCOM PAGING SYSTEM:
 - 1. The system shall be a software-controlled system, whose primary interface is a web-based portal, accessible from any authorized computer. The system shall support being deployed on physical server hardware or through virtualization on the customer's hardware. For the physical server, the system shall utilize a 1U rack server, operating as an appliance, dedicated to the operation of the IPB (Intercom Paging and Bells) & SAFE (Signal Alert For Education)

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- System™ only. The rack server shall have industry standard redundancy, including RAID1, Dual Power Supplies, and hot swappable hard drives. The entire system shall be Linux based. If virtualized the system shall support VMWare ESXI version 6.5 or later.
2. The system shall be based on standards compliant SIP and RTP communications across the network and shall allow direct Trunk Integration to the VoIP telephone system.
 3. The system shall provide a simple calendar-based scheduling system for bells. It shall provide the ability to have an unlimited number of bell schedules.
 4. The system shall provide a map-based User Interface. All major functions, including Intercom, Paging, Notifications and Alerts shall be done using the map as the foundation for those actions. Paging shall clearly show on the map where the page audio will be transmitted to.
 5. Bell Schedules shall be easily assigned to days and changed simply with authenticated access to the system through any browser-based device. Bell schedules shall be able to be changed even if a current schedule is active in the system same day and apply immediately.
 6. The system shall support utilizing a shared data network and support (VLAN [Virtual Local Area Network] enabled) or dedicated network as means of distribution for all voice overhead paging, emergency paging, emergency tones, intercom, and class change tones. System shall support routing of traffic across multiple subnets and network segments.
 7. The system shall be capable of accessing remote classrooms (trailers, temporary classrooms etc.) via IP interface or room audio system with room microphone. This shall provide intercom, class change tones, emergency tones, and normal / emergency paging via a wired network to these remote locations.
 8. Exterior speakers shall be capable of being on separate zones and programmed separately.
 9. The system shall have the ability to synchronize to the same NTP server utilized for the Master Clock system.
 10. The system shall have the ability to produce user defined tone signals for time tones or emergency tones.
 11. The system shall have SIP Integration to connect all talk-paths to the VoIP phone system of choice.
 12. The system shall provide the ability to support a SIP trunk from the building's VoIP phone system to provide two-way communication from all administrative telephones to any location equipped with a talkback speaker or audio system with room microphone.
 13. The system shall interface with any VoIP telephone system using SIP type integration thus allowing the school (s) to upgrade or replace their telephone system without suffering a requirement to replace, or lose any feature of, their internal communications (intercom) system. Any system that limits system features based upon any selected telephone system and is not SIP based shall not be acceptable.
 14. The system shall provide its own SIP environment, and in the case of a failure of the schools VoIP telephone system, be capable of operating completely independently for all functions, save access from the handsets connected to the schools VoIP system.
 15. The system shall not be reliant on WAN or internet connectivity for operation.
 16. The system shall provide web access, which will give ability to monitor operations and functions of the system.
 17. The system monitors the status of all connected devices for health, SIP connectivity and connected devices including the XD receiver. If a device becomes in a degraded or offline state, the system will monitor a technical contact via email and or SMS as well as show status on the map of the console.
 18. The system shall provide web-based off-site programming and diagnostics of the system. It shall also be capable of determining basic circuit faults.
 19. The system shall have a Web based administration programming tool which allows the administrative personnel to easily manage Audio Sources, Class Change schedules, paging

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- groups, time updates, holiday schedules and day/night mode operation from an internet browser. System shall support HTML5.
20. The system shall provide calendar-based scheduling up to four years in advance. The system shall be capable of displaying a fully year calendar and differentiating which bell program is scheduled to run on each day. The calendar shall be based on a standard school year and provide a selectable start month for example, it can be configured to run from August to July.
 21. The system shall be capable of being fully integrated with the school's existing LDAP (Lightweight Directory Access Protocol) or Active Directory system. Systems that do not provide LDAP or Active Directory integration shall not be considered.
 22. The system shall provide discreet control over roles for the system. Roles shall be definable down to the individual feature level and provide the district with the ability to restrict or grant access to any roll individual features or groups of features.
 23. The system shall provide web browser access to the system specifically for a teacher. Teacher access shall be assigned through LDAP or Active Directory. The Teacher screen shall provide information specific to the room that the teacher is assigned to. That information shall consist of, but not limited to, the next scheduled event for the room (Bell, Announcement, etc.), Audio/Visual Controls for their classroom technology, Teacher Name, Room Number, an Intercom Call button, and an Emergency call button.
 24. The system shall have the ability to carry IP Communications to the edge of the classroom Audio/visual Systems. It shall be able to control connected A/V Devices, provided that those devices are controllable by RS-232
 25. The system shall be based on a database structure, utilizing a robust commercially available database such as SQL (Structured Query Language).
 26. The system shall provide 2-way handsfree communication in each classroom.
 27. System Classroom and Common Zone network interfaces shall be capable of utilizing standard Cat 6/6a infrastructure for installation from the Telecommunications Closets only to the classroom and/or zone, thus allowing for only one type of wiring infrastructure within the school. Distribution of all voice signaling shall utilize a shared or dedicated network. Systems that require homerun, dedicated, 18 gauge shielded wiring shall not be acceptable.
 28. The system shall provide a flexible and robust event engine. In addition to pre-programmed events and actions, the event engine shall be capable of accepting Java-based programming to accomplish advanced integrations and functions.
 29. The system shall automatically broadcast page emergency instructions throughout an entire school when an alarm (e.g. lockdown, lockout, security, fire) is tripped or manually activated. The emergency instructions shall be preprogrammed and require no user intervention. The system shall provide redundant alarm annunciation over intercom/paging speakers and is not meant to replace primary fire alarm or security systems.
 30. The system shall provide the ability for the school to upload their own recorded files for both Bell Tones, and Notifications
 31. The system shall provide the ability to initiate school safety paging announcements, evacuation tones and take cover tones from any telephone within the facility or outside the facility to any other location within the facility or district.
 32. IP-enabled two-way voice communication shall be available from any provided telephone or administrative console through any speaker in the system. This shall allow handsfree communication to any classroom or any individual loudspeaker unit. A pre-announce tone shall sound immediately before the intercom path is opened.
 33. The system shall provide a complete personal alert function for each teacher. The alert functionality shall be an integrated part of the administrative head end software and shall not require any separate application or hardware to support this functionality.
 34. The teacher personal alert functionality shall be integrated into the classroom microphones and the teacher web screen.

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35. The system shall be capable of displaying on the map the location of the alert in the case of a microphone that is within range of its paired receiver, or from the teacher's web access screen. The system shall also be capable of approximately locating the location of the alert in the case of a microphone that is not in range of its paired receiver. A system, either the microphone system, or the administrative system that is not capable of receiving an alert from a microphone that is not within range of its paired receiver shall not be considered.
 36. Upon alert, the system shall have the ability to provide notification on the dedicated console at the front office, or on any other computer which is currently logged into the administrative interface and has the appropriate credentials. The system shall provide both an audible tone, and a change on the screen that clearly indicates that an emergency alert has been received.
 37. Upon alert, the system shall also be capable of sending e-mail and SMS Text messages to the designated school personnel. These alerts shall include a web link to the administrative console.
 38. If cameras are installed in the classrooms, the system shall be capable of showing a live video from the classroom that received an alert. This shall only be shown in the case of an alert where the microphone is within range of its paired receiver.
 39. The system shall have the ability to acknowledge the receipt of the alert by changing the indicators on the classroom microphone receiver in the room where the alert was received from. In the case of an alert received from a microphone not in range of its paired receiver, no acknowledgement shall be sent.
 40. The system shall have the capability of maintaining a record of all alerts that are received and provide appropriate school personnel with the capability to enter information about the alert, which shall be maintained in the systems database. That information shall also be made available to appropriate school personnel in the form of a report that shows all alerts that have occurred, their date, time, and the end alert information.
 41. The system shall contain a rules-based integration engine that allows for input of TCP, HTTP, or Serial Data and allows for the parsing of data for actions or triggering other systems via TCP, HTTP or Serial.
 42. The system shall support digital message displays that provide visual feedback in the form of scrolling messages via an LCD or LED display all controlled from the network.
 43. The system shall allow for integration into the classroom audio system including teacher microphone as required by design. This includes integration to ensure that system notifications, pages and intercom calls take priority over classroom audio sources.
 44. The system must include perpetual licensing and include all in version software upgrades at no additional cost.
 45. The base functionality of the system including the map interface, intercom, paging, bells, classroom audio control, SAFE System and Event engine must be part of the base licensing of the product and not require additional licensing.
 46. The system shall have the ability to control signage displays for display of clocks, messages, digital signage, countdown timers as well as allow for automated messages to be displayed automatically for notifications.
 47. The system will allow for the building of clock signs, message signs as and notifications signs using the HTML EPIC interface allowing for using predefined templates and assets.
 48. Clocks and emergency signs shall be a onetime perpetual license.
 49. Server software shall require end user to create complex unique passwords for each system on first use. Systems that allow for generic or repeated passwords will not be acceptable.
 50. System shall utilize a visual based event editor to define custom actions, inputs and outputs.
 51. System shall support connection to District View Server for centralized management and licensing and services must be included as part of the system to support that connection, integration and programming.

B. INTERCOM PAGING SYSTEM NETWORK INTERCOM INTERFACE:

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1. Shall allow users to install intercom paging systems spanning multiple building or facilities connected through a VLAN.
 2. Network Requirements:
 - a. 100/1000 Ethernet switch port configured on a dedicated VLAN.
 - b. Systems requiring a specific network or subnet size are not allowable.
- C. INTERCOM PAGING SYSTEM POWER:
1. All Network interfaces used in the classroom and for the common zones shall be powered via PoE from the district provided network switches.
 - a. PoE switches and network cabling from MDF (Main Distribution Frame) and IDF (Intermediate Distribution Frame) to devices provided by others.
 - b. All network switches shall include an uninterruptable power source to provide adequate runtime. In the event the school has a generator the UPS systems shall hold the switches long enough until generator power can be provided. Customer to provide all necessary UPS for network switches
- D. APC BACK-UPS, 6 OUTLETS, 425VA, 120V
1. Output
 - a. Output power capacity - 255 Watts / 425VA
 - b. Max Configurable Power (Watts) 255 Watts / 425VA
 - c. Nominal Output Voltage 120V
 - d. Output Frequency (sync to mains) 50/60 Hz +/- 3 Hz Sync to mains
 - e. Topology Standby
 - f. Waveform type Square wave
 - g. Output Connections (4) NEMA 5-15R (2) NEMA 5-15R
 - h. Transfer Time 6 ms typical : 10 ms maximum
 2. Input
 - a. Nominal Input Voltage 120V
 - b. Input frequency 50/60 Hz +/- 3 Hz
 - c. Auto-sensing Input
 - d. Connections NEMA 5-15P
 - e. Cord Length 4.99ft (1.5meters)
 - f. Input voltage range for main operations 88 - 139V
 - g. Number of Power Cords 1
 - h. Maximum Input Current 5.0A
 3. Batteries & Runtime
 - a. Battery type Lead-acid battery
 - b. Typical recharge time 8hour(s)
- E. APC SMART-UPS 1000VA, RACK MOUNT, LCD 120V WITH SMARTCONNECT PORT
1. Output
 - a. Output power capacity - 700 Watts / 1.0kVA
 - b. Max Configurable Power (Watts) - 700 Watts / 1.0kVA
 - c. Nominal Output Voltage - 120V
 - d. Output Voltage - Distortion Less than 5 %
 - e. Output Frequency - (sync to mains) 50/60 Hz +/- 3 Hz Sync to mains Other
 - f. Output Voltages - 110, 125 Load Crest Factor 3 : 1
 - g. Topology Line - interactive
 - h. Waveform type - Sine wave
 - i. Output Connections - (6) NEMA 5-15R
 - j. Transfer Time- 6 ms typical : 10 ms maximum
 2. Input

-
- a. Nominal Input Voltage 120V
 - b. Input frequency 50/60 Hz +/- 3 Hz
 - c. Auto-sensing Input
 - d. Connections NEMA 5-15P
 - e. Cord Length 8.01ft (2.4meters)
 - f. Input voltage range for main operations 75 - 154 Adjustable, 82 - 144V
 - g. Number of Power Cords 1
 - h. Other Input Voltages 110, 125
 - 3. Batteries & Runtime
 - a. Battery type Lead-acid battery
 - b. Typical recharge time 3hour(s)
 - c. Replacement Battery APCRBC157
 - d. Expected Battery Life (years) 4 - 6
 - e. RBC Quantity 1
 - f. Battery Charge Power (Watts) 112 Watts
 - g. Runtime
 - i. View Runtime Graph (Available in Technical Tab on site)
 - ii. View Runtime Chart (Available in Technical Tab on site)
 - h. Efficiency View Efficiency Graph (Available in Technical Tab on site)
 - 4. Communications & Management
 - a. Interface Port(s) RJ-45 Serial, SmartSlot, USB
 - b. Control panel Multifunction LCD status and control console
 - c. Audible Alarm when on battery : distinctive low battery alarm : configurable delays
 - d. Available SmartSlot™ Interface Quantity 1
 - 5. Surge Protection and Filtering
 - a. Surge energy rating 680Joules
 - b. Filtering Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449
 - 6. Physical
 - a. Maximum Height 3.39inches (86MM, 8.6CM)
 - b. Maximum Width 17.01inches (432MM, 43.2CM)
 - c. Maximum Depth 18.78inches (477MM, 47.7CM)
 - d. Rack Height 2U
- F. EPIC COMMON ZONE AMPLIFIERS CZA-1300
- 1. LED Information
 - a. AC Power
 - b. Green – Powered On
 - c. Orange – Standby Status
 - d. Red – Booting
 - e. Green – Ready
 - f. GPIO (General Purpose I/O)
 - g. Yellow – Input Active
 - h. Blue – Output Active
 - i. White – Input & Output Active
 - 2. 1 x 300W output
 - 2. Built-in 70V
 - 3. Space-saving 1 RU design
 - 4. Control Port:
 - a. (1) RS-232 Communication port to facilitate SAFE System Communications or 3rd party device control such as a projector
 - b. (1) Remote Control Port: Integration with LCD Wall Plate

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- c. (1) XD Port, RJ45
 5. Ethernet I/F: 10/100 Mbs
 6. Line Inputs
 - a. For PC, DVD audio, MP3, auxiliary mic, or other multimedia sources
 - b. (1) Unbalanced input (3.5mm)
 - c. (2) Balanced inputs RJ45 connector
 - d. Internal Network Audio
 7. Line outputs
 - a. (1) Unbalanced (3.5mm) output
 - b. (1) Balanced line output (RJ45 connector)
 8. Signal-to-Noise Ratio >89dB @ 20Hz – 20kHz at Maximum Output
 9. Input Sensitivity 780mV
 10. Output Power: (3) 24v RJ45
 11. 5 Band Equalizer
 12. USB: Control and configuration via software. BLE Dongle for easy setup
 13. Power Supply
 - a. 100V – 120V/240V – 240V @ 300W power amplifiers
 - b. PoE (PoE 802.11 af) Powers all electronics except for the 70v Speaker out Amplifier
 - c. Both AC Power and PoE Power must be connected for unit to operate
 14. Operating Temperature/Humidity -32 – 122 F (0- +50C) / 10-90%
 15. Storage Temperature -40°C to 70°C/10-90% non-condensing

G. INTERCOM PAGING SYSTEM ADMINISTRATIVE KIOSK:

1. The administrative Kiosk shall be customizable, flexible and provide full access to the intercom paging system.
2. Kiosk shall be embed Android OS into the touch screen and only display the intercom interface.
3. The supplier is required to provide a dedicated touch screen Kiosk for the front office, with a minimum size of 22” Diagonally. The Kiosk shall not require the district to provide any additional hardware, software or licensing. The Kiosk shall also provide a boom microphone attached to the screen that wires directly to the Kiosk.
4. Administrative access to the system shall be browser based and shall also be capable of being any administrative computer.
5. Functionality to provide full access to all features such as all call, paging groups, emergency tones, control music, WAV file distribution, test rooms, crisis mode, schedules, etc.

H. NETWORK INTERFACE

1. Provide a Network Interface with performance as follows:
 - a. Full-Duplex, Hands Free communications on Intercom Call
 - b. Amplifier powered only by the PoE power source for emergency paging applications
 - c. Mounting Bracket as required
 - d. Connections – The following connections shall be available:
 - i. Line Output for connecting to auxiliary amplifiers
 - ii. 2 External I/O Connections – Terminal Block
 1. Ability to support relay output for interface into other systems.
 - iii. RJ45 for PoE Network Connection
 - iv. Serial interface for connecting to other equipment or SAFE Compatible equipment.
 - e. 1 speaker connection
 - i. The system shall provide a speaker connection which is powered exclusively by the PoE power from the network

- ii. Can power up to 2 speakers per device.
- f. Network Connection
 - i. The system shall have a network connection with PoE power.
 - ii. PoE shall be present on the system to provide power for the amplifier during a power emergency.
 - iii. Shall support LLDP-MED for two level 802.3 power negotiation and device information.
- g. Integrated Network Based Communications
 - i. The System shall support the following protocols:
 - 1. Directed UDP (User Datagram Protocol)
 - 2. Unicast Audio
 - 3. Multicast Audio
 - 4. SIP
 - 5. TCP Control
- h. Integrated Serial Tunnel over TCP
- i. The system shall have integrated SIP communications and be able to communication bi-directionally with any VoIP communications system that follows the standard SIP protocols.
- j. The system shall also have the ability to operate with multi-cast IP messages as well.
 - i. Serial Gateway for Control via the network

E. NETWORK INTERFACE FOR 2-WAY INTERCOM

- 1. Line Input - Internal Network Audio Line
- 2. Outputs - 1 Unbalanced (3.5 mm) output
- 3. Minimum Load Impedance - 4 Ohms
- 4. Amplifier Type - 92% Efficient Class D for network audio only
- 5. Continuous Power @ 1% THD - 25 Watts powered by PoE†
- 6. S/N - >89 dB @ 20 Hz to 20 kHz at maximum output
- 7. Protection Circuits - Thermal and short circuit protected
- 8. PA Connector - Connects to public address system and mutes amplifier during announcements
- 9. Input Voltage - 4.0 Volts RMS to 74 Volts RMS
 - a. Control Port - RS-232, 3-pin screw terminal block header, RJ45 remote control port
- 10. RS-232 communication port
- 11. Intercom call, emergency alert, room microphone wall plate port (WPA-50x)
- 12. Input/output (I/O) aux port for sense, strobe, etc.
- 13. Power Supply - PoE + 802.3af/at†
- 14. Temperature/Humidity
 - a. Storage: -40 to 158°F (-400 to +700°C) 10-90% non-condensing
 - b. Operating: -32-122°F (0 to +500°C) / 10-90%
- 15. Enclosure Type - Metal
- 16. Ethernet I/F - 10/100 Mbps
- 17. Power Input (Network) - PoE 802.3af/at†
- 18. Operating Temperature - 14 F to 122°F (-100C to 500C)
- 19. Protocols
 - a. SIP RFC 3261 compatible
 - b. UDP Directed Broadcast
 - c. Multi-cast and VoIP enabled
- 20. Lineout Output Signal Amplitudes - 2.0 VPP maximum
- 21. Output Level - +2 dBm nominal
- 22. Total Harmonic Distortion - 0.5% maximum
- 23. Weight 1.3 lbs (589.67 g)

24. Dimensions 1.125 (H) x 9.19(W) x 3.56 (D) in. (28.57 x 233.43 x 90.42 mm)

B. NETWORK INTERFACE SAFE ALERT EXTENDER AND 2-WAY INTERCOM

1. Line Input - Internal Network Audio
2. Line Outputs - 1 Unbalanced (3.5 mm) output
3. Minimum Load Impedance - 4 Ohms
4. Amplifier Type - 92% Efficient Class D for network audio only
5. Continuous Power @ 1% THD - 25 Watts powered by PoE†
6. S/N - >89 dB @ 20 Hz to 20 kHz at maximum output
7. Protection Circuits - Thermal and short circuit protected
8. PA Connector - Connects to public address system and mutes amplifier during announcements
9. Input Voltage: 4.0 Volts RMS to 74 Volts RMS
10. Control Port - RS-232, 3-pin screw terminal block header, RJ45 remote control port
 - a. RS-232 communication port
 - b. Intercom call, emergency alert, room microphone wall plate port (WPA-50x)
 - c. Input/output (I/O) aux port for sense, strobe, etc.
11. Power Supply - PoE + 802.3af/at†
12. Temperature/Humidity
 - a. Storage: -40 to 1580F (-400 to +700C) 10-90% non-condensing
 - b. Operating: -32-1220F (0 to +500C) / 10-90%
13. Enclosure Type - Metal
14. Ethernet I/F - 10/100 Mbps
15. Power Input (Network) - PoE 802.3af/at†
16. Operating Temperature - 14 F to 1220F (-100C to 500C)
17. Protocols
 - a. SIP RFC 3261 compatible
 - b. UDP Directed Broadcast
 - c. Multi-cast and VoIP enabled
18. Lineout: Output Signal Amplitudes 2.0 VPP maximum
19. Output Level +2 dBm nominal
20. Total Harmonic Distortion 0.5% maximum
21. Weight 1.3 lbs (589.67 g)
22. Dimensions 1.125 (H) x 9.19(W) x 3.56 (D) in. (28.57 x 233.43 x 90.42 mm) MS-375 Specifications*
23. Integrated XD Receiver Specifications
 - a. System Frequency - XD Technology 1.9 GHz
 - b. Coverage - Adjustable for optimal coverage from small classrooms to cafes, gyms, and other large spaces
 - c. Microphone Type - Unidirectional electric condenser microphone
 - d. Auxiliary Input Line level 35 stereo mini jack (monaural mix)
 - e. Power Requirement - 24 VDC @ 130 mA Temperature Range 32 F - 104 F (0 C - 40 C)

I. CLAUDIA (EPIC FRONT OFFICE MEDIA PLAYER)

1. The program distribution panel shall provide inputs for audio signals from radios, MP3 players, CD players, etc.
2. The program distribution panel shall permit adjusting the volume of each source and monitoring of the source at the panel.
3. The program distribution panel shall be equipped with a 7" capacitive touch screen interface that provides control of the sources, and streaming functions into the paging system. 800X480 Resolution
4. The program distribution panel shall provide Bluetooth® connectivity from a source device

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5. Two Line Level 3.5mm inputs
 6. Two Line Level 3.5mm outputs
 7. Powered via USB C
 8. Gigabit Ethernet Connectivity
 9. Delivers audio on demand or on schedule to MS-300/MS-500 Devices on Network from inputs within the unit including line level, preloaded, and Bluetooth.
 10. Can be scheduled and controlled as part of bell schedule within the EPIC system.

J. ANALOG INTERCOM SYSTEM CABLING:

1. West Penn
2. Belden
3. General Cable
4. Mohawk
5. Accepted substitute

K. INTERCOM PAGING SYSTEM VOLUME CONTROL:

1. Volume control shall be capable of controlling the volume of up to one hundred-fifty (150) 1-way speakers.
2. Volume control shall be mounted on a brushed stainless-steel single gang wall plate with the plate being embossed with a dial scale of "0 through 10."
3. Volume control shall be equipped with a skirted black knob with white position indicator.
4. Volume control shall include a stainless-steel mounting box and hardware.

L. INTERCOM PAGING SYSTEM CEILING SPEAKER:

1. Ceiling Speaker Specifications
2. Lay-in ceiling speaker shall consist of a white 13.5" grill, a speaker and integral back box or equivalent ceiling speaker with appropriate backbox, grille and tile bridge.
3. Integrated 25/70/100V Transformer with tap settings accessible without disassembling speaker from 1.25W to 15W or 8Ohm bypass.
4. The speaker shall be capable of handling minimum 50 watts continuous power.
5. Sound pressure level at 1 meter on axis with a 1 Watt input shall be 96 dB.
6. The frequency response shall be 86 Hz to 16 kHz.
7. The baffle shall be constructed with a single piece of perforated steel with a white baked on acrylic enamel finish.
8. Shall support seismic cabling from 3 points.
9. The back box shall meet or exceeds UL 2043 for installation in a plenum space
10. Approximate weight shall be 7.1 lbs. (2.49 kg).
11. Basis of Design Audio Enhancement SP-0300.

M. INTERIOR INTERCOM PAGING SYSTEM SURFACE WALL SPEAKER:

1. Wall speaker shall consist of a speaker and matched surface mount enclosure.
2. The speaker, housing and hardware shall be electrically and acoustically matched for a frequency response of 65 Hz to 17 kHz.
3. The speaker shall be 8" (20.32 cm) in diameter. and have a ceramic magnet weighing 4.8 ounces.
4. Average sensitivity 92dB SPL, 1W/1M.
5. Maximum output shall be 99dB.
6. The baffle shall be constructed of 22 gauge steel with white baked hybrid epoxy.
7. Maximum dimensions of the housing shall be 11 5/8" square and 4 1/8" deep.

N. INTERCOM PAGING SYSTEM PAGING HORN:

1. The paging horn shall be a weather-resistant, high efficiency reentrant type horn speaker.

2. The paging horn shall be equipped with an amplifier and externally accessible volume control.
3. The paging horn shall include an adjustable swivel base.
4. The frequency response shall be 275 Hz to 14 kHz.
5. Dispersion shall be 90° horizontal and 90° vertical.
6. Sound pressure level shall be 121 dB measured at 4 feet (1.22 m) on axis with an input to the amplifier module being -10 dBm at 1 kHz.
7. Distortion shall be less than 2.0% at rated output of 15 watts RMS.
8. Input impedance shall be 600 ohms nominal.
9. The amplifier shall operate on a -24 Vdc nominal, positive ground power supply.
10. Operating current shall be 900 mA at -24Vdc
11. Operating temperature shall be -20 to 55 °C (-4 to 131 °F).
12. Operating humidity shall be 0-95% noncondensing.
13. Dimension of the horn shall be 8" (20.3 cm) W x 8" (20.3 cm) H x 9" (22.9 cm) D.
14. Approximate weight shall be 4.0 lbs (1.8 kg).

O. INTERCOM PAGING SYSTEM VOLUME CONTROL

1. The volume control must support a rotary selector switch with 11 positions.
2. Volume control shall be white in color and be sized to fit a decora style plate.
3. Inputs on control shall support incoming 25/70V signal on both the + and – with outgoing signal on + and -. Support for up to 12 AWG Wire.
4. 25W RMS
5. Basis of Design EPIC-V70v

P. CLASSROOM SOUND AMPLIFICATION SYSTEM (CSAS) EQUIPMENT: OPTIMUM AMPLIFIER WITH INTEGRATED XD RECEIVER:

1. Provide a fully PoE Powered Receiver/Amplifier with ability to provide functions described above with performance as follows:
2. Audio Power: 30 watts RMS mains powered amplifier
3. 92% Efficient Class D Amplifier
4. 1% percent THD across full frequency range of amplifier
5. Frequency Response: 20 Hz to 20 kHz
6. Power Requirements: PoE 802.3af/at 25.5W Maximum
7. Shall support LLDP-MED for two level 802.3 power negotiation and device information.
8. Signal-to-noise: >89dB
9. Integrated mounting tabs
10. Thermal and short circuited protected
11. Integrated 3 channel DECT RF Receiver
12. Controls:
 - a. The primary control of the system shall be done through the teacher microphone.
 - b. The following functions shall be available via USB connection for setup during installation:
 - c. Input Control for multi-media sources and mixed XD source
 - d. Equalizer Controls
 - e. 5 Band Digital Equalizer
 - f. Discreet Output volume controls for each input
 - g. RS-232 Control
 - h. Provide 4 RS-232 ports which provide pass-through control of a downstream device like a projector, etc.
 - i. RS-232 processor shall be capable of differentiating between commands destined for the amplifier, and responding to those commands, and commands intended for the downstream and passing those commands through to the secondary RS-232

- port
 - j. Command pass through shall be bi-directional
13. Connections – The following connections shall be available:
- a. Five (5) Multi-Media inputs
 - b. Dedicated Line output – for Assistive Listening Device Connection
 - c. Color Coded Connection
 - d. Ethernet Connection (8P8C RJ45 with PoE Power)
 - e. 8P8C RJ45 Connection for Intercom Paging Wall plate
 - f. Support for Touch Based Wall Controller on Remote Port
 - g. General Purpose I/O Output on 8P8C RJ45
14. Integrated DECT Technology RF Receiver The Receiver shall utilize DECT technology. DECT is a radio technology for voice applications. DECT is ideal for the classroom because the use of both frequency and time domain is ideally suited to smaller areas with a large number of users. In each classroom, it will be an independent system, with all necessary electronics to support the receiving & pairing functionality mounted on the wall near the amplifier or in the ceiling. The receiver will be connected to the amplifier through a universal twisted pair cable, using balanced audio connections. Power for the receiver shall be provided through the same cable as the balanced audio connections.
- a. The receiver shall provide the following functionality. These features shall be included on board the receiver, and not require any external support to perform these functions.
 - b. Three Channel DECT based reception
 - c. Pairing Button for Linking microphone to the receiver
 - d. Remote control of all three microphone channels
15. Advanced Feedback Blocker
16. The system shall have the ability to actively control feedback. This shall be done via an analog circuit that provides up to five active filters to control specific frequencies,
17. The Feedback Blocker shall also have the ability to lower the overall of the system by up to 6dB, during a user error situation where the overall system gain is manually turned up too high
18. The Feedback Blocker system shall automatically remove the filtering upon resolution of the user-initiated error condition
19. The Feedback Blocker shall be of an analog design – in order to avoid the detrimental effects of digital sampling, only analog systems shall be considered in order to implement this feature.
20. Emergency Alert Function
21. The system shall provide a trigger signal when the teacher presses and holds a button on her transmitter for more than two (2) seconds.
22. The system shall be capable of providing a visual indication of three (3) red LED's when the teacher initiates a trigger signal
23. The system shall also be capable of receiving a trigger acknowledgement signal back from an external source, and altering the visual indicator from three (3) red LED's to two (2) Green and one (1) red LED
24. Recording Function
25. The system shall provide for a secondary notification that can be used for future applications such as signaling an NDVR (Network Digital Video Recorder) to start a recording
26. Control System Integration
27. The system shall have on board the capability of being controlled via RS-232 protocol.
28. The system shall also have the capability of broadcasting RS-232 commands when the teacher presses the up/down volume controls on their microphone
29. Power Requirements: Integrated power from PoE, receivers requiring secondary power not

allowable.

30. Operating Frequency – 1.9 GHz Band
31. Receiver Type: DECT
32. Controls: System shall have available the following controls
33. Channel 1 Volume Control – Fully controllable from the teacher microphone remotely through the DECT system
34. Channel 2 Volume Control – Fully controllable from the teacher microphone remotely through the DECT system
35. Auxiliary Input Volume Control – Fully controllable from the teacher microphone remotely through the DECT system
36. Alert Controls on Teacher Microphone – Two (2) buttons on the sides of the microphone
37. Recording Control on Teacher Microphone – One (1) button on the front of the microphone

Q. TEACHER BODY PACK TRANSMITTER AUDIO ENHANCEMENT STM-24

1. Provide a body pack transmitter with performance as follows:
2. Operating frequency – 1.9 GHz - DECT
3. Audio distortion: <1.0% ($\pm 40\text{kHz}$ deviation @ 1kHz)
4. Integrated microphone
5. Internal charger circuit
6. USB-C Charging Port – shall be capable of being charged from a standard USB port – including a port on a computer
7. Power button functionality
8. Power on – turns the microphone on when microphone is off and button is pressed
9. Mute – mutes the microphone when pressed and released once microphone is turned on
10. Power Off – push and hold to turn power off
11. Additional Function (F) Button Features
12. SAFE Alert Functionality – Provides security alert when the two (2) buttons on the sides of the microphone are pressed and held for more than two (2) seconds
13. Recording Functionality – Provides simple logic signal when the REC button is pressed on the face of the microphone which activates terminals on the receiver
14. Intercom Call Button– Initiates a 2-way intercom call across the network
15. Confirm Room Response Button – allows the teacher to indicate to the front office that they have completed their assigned procedures for the classroom during a lockdown emergency.
16. External Inputs
17. Provide an input for an external microphone
18. Provide an input for a stereo auxiliary input (Mixed to Mono in microphone)
19. Microphone Element – The teacher microphone shall utilize a 10mm microphone element to insure optimum frequency response and maximum pickup of teacher's voice.
20. Power 1 - LiON Long Life Battery (Systems using two (2) batteries will not be considered)
21. Battery style shall be common between handheld microphone and teacher transmitter. Systems that use different batteries in the handheld vs teacher microphone shall not be considered.
22. Provide remote volume control for the system from the teacher's transmitter
23. Volume control via the wireless microphone system to allow the teachers to remotely adjust their own volume level.
24. Volume control for the other channel from the teacher's microphone
25. Volume control for the auxiliary inputs from the teacher's microphone
26. Side Alert Buttons – Provide remote control functionality that allows for enabling additional multi-use functions from the teacher microphone.
27. REC Button – Provide a button on the face of the microphone that can be used for multiple purposes.

R. STUDENT HANDHELD TRANSMITTER SHH-24

1. Operating frequency – 1.9 GHz - DECT
2. Integrated microphone
3. Internal charger circuit.
4. USB-C Charging Port – must be capable of being charged from a standard USB port – including a port on a computer
5. 1/8" (3.5mm) auxiliary input connection - Provide an input for a stereo auxiliary input (Mixed to Mono in microphone)
6. Power 1 - LiON Long Life Battery (Systems using two (2) batteries will not be considered)
7. Battery style must be common between handheld microphone and teacher transmitter. Systems that use different batteries in the handheld vs teacher microphone will not be considered.
8. Operational Modes – the handheld microphone must be equipped with two operational modes
9. Push-to-Talk Mode – the user simply depressed the power button to talk, and when released the microphone automatically turns off – this provides for a number of separate microphones to be used consecutively and greatly reduces the chance of channel interference
10. Power-On Mode – The user depresses the power button, and slide is vertically into the on position – this holds the microphone in the on state for continuous operation
11. Microphone Element – The Handheld microphone shall utilize a 10mm microphone element to insure optimum frequency response and maximum pickup of teacher's voice.

S. CLASSROOM SPEAKER PERFORMANCE SPECIFICATIONS

1. FS-22
2. 1' x 2' Lay in style speaker
3. Vented Enclosure
4. 8Ohm Nominal, 50W Continuous Pink Noise
5. Sensitivity - 88 dB (1W/1M)
6. Frequency Response 70 Hz - 15 kHz (-10 dB) 100 Hz - 14 kHz +/-2 dB)
7. Speaker back can meets UL2043 criteria for plenum installation.
8. Depth not to exceed 3.75"
9. WS-09
10. Surface Mounted Speaker with Integrated U style Bracket
11. 2-Way system with vented enclosure
12. 8 Ohms nominal
13. 88 dB 1 Watt/1 meter
14. Frequency Response 80 Hz to 20 kHz +/-2dB
15. FS-21
16. 2' x 2' Lay in style speaker
17. Vented Enclosure
18. 8 Ohm Nominal, 50W Continuous Pink Noise
19. Sensitivity - 88 dB (1W/1M)
20. Frequency Response 70 Hz - 15 kHz (-10 dB) 100 Hz - 14 kHz +/-2 dB)
21. Speaker back can meets UL2043 criteria for plenum installation.
22. Depth not to exceed 3.75"
23. CS-12
24. 7" Tile Cut in Speaker
25. Spring loaded mounting tabs
26. Vented Enclosure
27. 8 Ohm Nominal, 50W Continuous Pink Noise

-
28. Sensitivity - 88 dB (1W/1M)
 29. Frequency Response 70 Hz - 15 kHz (-10 dB) 100 Hz - 14 kHz +/-2 dB)
 30. Speaker back can meets UL2043 criteria for plenum installation.
 31. Depth not to exceed 5.8"

T. CLASSROOM INTERCOM WALL PLATES

1. Wall plates expand the communication between classrooms and the office.
2. WPA-701
3. Microphone
4. WPA-702
5. Microphone
6. Green Button for Intercom Call
7. Red button to Initiate an Emergency Alert
8. WPA-704
9. Microphone
10. Green Button for Intercom Call
11. WPA-705
12. Red button to Initiate an Emergency Alert
13. Reference technology floor plans for device locations
14. Single gang decora style wall plate
15. 8P8C (RJ45) connection
16. Matching white decora style face plate

U. AMP INTEGRATED CLASSROOM INTERCOM CALL BUTTON

1. Reference technology floor plans for device locations
2. Single gang decora style call button white in color
3. Green button for intercom call
4. 8P8C (RJ45) connection
5. Matching white decora style face plate
6. WBA-702 includes red emergency button for alerting

V. INSTRUCTIONAL RECORDING, STORAGE, AND SHARING SYSTEM

1. Integrates into Audio Enhancement EPIC System
2. User Administration and roles via LDAP
3. Camera Administration and Configuration including automated configuration.
4. Camera Control and Scheduling through VIEWpath EPIC interface.
5. System Supports On Camera Recording with local camera storage.
6. Camera recording can be a single view PTZ, a quad view PTZ or a Double Panoramic of the Room.
7. System supports use of setting and recalling presets for camera views.
8. Supports a selectable line in or camera mic for audio Recording.
9. Supports REC button on mic to initiate recordings.
10. Supports recording of the desktop from a native browser plug in. Desktop recording is synced with camera and uploads as a single object to the Cloud System.
11. Server provides a transfer mechanism from camera recordings to the cloud.
12. Server supports bandwidth and upload management.
13. Utilizes Unlimited Cloud Based Storage
14. Allows for sharing of Videos through the platform
15. Supports live view of Camera natively in browser with no plug ins required.
16. Supports click and drag PTZ movements live on camera image.

W. EDUCAM CAMERA – CLASSROOM VIDEO CAMERA FOR ALERTS AND INSTRUCTIONAL RECORDING

1. 2MP MOS Sensor
2. 31X Optical Zoom, digital zoom not allowed.
3. Multiple H.264 and H.265 (High profile) streams and JPEG streams ensure simultaneous real time monitoring and high resolution recording by enhanced.
4. AAC Audio Encoding Required
5. Audio input from classroom audio system with enhanced circuitry for control.
6. Support for ambient mic function.
7. PTZ Function Controllable from Teacher Web Interface with support for presets.
8. Auto Tracking function with teacher control for on/off from web interface.
9. ONVIF Support
10. SD Recording supported and controllable from VIEWpath system.
11. Ceiling and wall mountable.

X. EDUCAM360-B – CLASSROOM VIDEO CAMERA FOR SAFE WITH A 360 FISHEYE VIEW

1. The EduCam360-B is a classroom camera that allows educators, administrators and security personnel to see the entire classroom. Capturing video at resolutions up to 4000x3000, the EduCam360-B provides clarity like never before.
2. Rolling Lens to provide privacy for the teacher
3. 1/2.3" 12 MP progressive scan CMOS •
4. HLS, H.264/H.265 & MJPEG dual-stream encoding
5. Max 15 fps @12 MP (4000x3000), 25/30 fps @ 3 MP (2048x1536)
6. Multiple Correct mode: Original, Panoramic, Double Panoramic, 1+3, Eptz, 4 pictures
7. DWDR, Day/Night (ICR), 3DNR, ROI, AWB, AGC, BLC
8. Multiple Network Monitoring: web viewer, CMS (DSS/PSS) & DMSS
9. Max. IR LEDs length 10 m • Built-in 1/1 alarm in/out
10. Power Supply: PoE +

Y. CLASSROOM INTERCOM, EMERGENCY ALERT & A/V TOUCH PANEL CONTROL – AUDIO ENHANCEMENT – CAPACITIVE TOUCH CONTROL MODULE (ITC2-M) (OPTIONAL)

1. For all locations where an MS-x00 Classroom Amplifier/Network Interface is specified.
2. Coordinate with electrical contractor to make sure a double gang electrical box is available – or use an acceptable double gang mounting ring
3. Provide a simple, standardized control interface for projectors, monitors, display devices, or other AV devices in a compact double-gang form factor. A CUSTOMIZABLE INTERFACE which will allow for a variety of configurations including full color graphical representations of equipment and buttons as well as multi-page capability.
4. Multiple School Based Configurations for Emergencies
5. SAFE Room lockdown, secure in place and reporting.
6. Package Type: Double-Gang Back Lit Capacitive Touch Screen
7. Dimensions: 4.5" (L) x 4.5" (W) x 1.25" (D)

PART 3 – EXECUTION

3.01 INSTALLATION

- A. The entire system shall be installed in a workmanlike manner, in accordance with approved manufacturers wiring diagrams and these specifications. The contractor shall furnish all conduits, cable tray, surface raceway, wiring, outlet boxes, junction boxes, cabinets etc. as well as all required miscellaneous materials and labor necessary for the complete installation of the cable support / pathway system.

- B. Wiring may be opened wired in cable tray or "J" hooks above accessible suspended lay-in ceilings. Wiring in walls or exposed on walls shall be enclosed in EMT conduit. Cable shall be supported at a minimum of every 5'.
- C. A nylon pull string shall be installed in each conduit / surface raceway run.
- D. Any locations where flexible metal conduit has to be used, it shall terminate to a junction box on both ends and be securely anchored for proper support.
- E. Conduit indications in the drawings are a minimum standard.
- F. All equipment shall be mounted with sufficient clearance for observation, servicing, testing and accessible from either the floor or ladder. If any device is installed in a location that is deemed inaccessible by the Owner and or Architect / Engineer, it will be moved to an accessible location by the contractor at no additional cost to the Owner.
- G. The contractor shall supply access panels where required and as defined by the Architect / Engineer. Contractor to notify the Architect / Engineer immediately if this issue arises during construction.
- H. All penetration of floor slabs and firewalls shall be fire stopped in accordance with all Federal, State and local codes.
- I. All wiring shall be color coded per National Electrical Code requirements and standards.
- J. All conduit ends shall have plastic grommets to protect cable from damage due to sharp edges on the conduit.
- K. Mounting heights and mounting requirements shall be as shown on the drawings.
- L. All junction boxes shall be clearly marked and labeled for easy identification. Flexible connectors shall be used for all devices mounted in suspended lay-in ceiling panels. All conduits, outlet boxes, junction boxes and panels shall be securely installed and anchored with appropriate fittings and connectors to insure positive grounding throughout the entire system.
- M. No wiring except that of this system shall be installed in this systems cable support / pathway system.
- N. Wiring splices shall be made only in designated junction boxes and tagged on both sides of the junction. The junction shall be made on clearly labeled, insulated terminal strip. Transposing or changing the color-coding of the cable is not permitted. Wire nut connectors are not acceptable. System cable and the 120vac power cable shall be in separate conduits.
- O. It shall be the responsibility of the contractor to wire and connect ancillary devices to this system as listed in this specification section.
- P. Any circuits leaving the building to the outside shall be protected by the appropriate transient protection devices as required by the manufacturer to avoid damage to the system if transient surges are inducted on to these circuits (i.e., lighting strikes).
- Q. Contractor to provide in-wall bracing support for all devices that are to be wall mounted to walls that are not masonry block walls.
- R. All devices shall be protected throughout the entire project. All devices shall be kept free of construction dirt and debris during the entire project. The contractor shall be responsible for replacing at no additional cost to the Owner any devices that are deemed dirty or unsuitable for use by the Owner and or Architect / Engineer throughout the entire project.
- S. All cabling and devices shall be labeled with type written labels. Device labels and cable labels shall match the labeling information that is documented on the as-built drawings. Contractor to coordinate labeling schemes and labeling requirements with A/E prior to commencing with final labeling. Labeling system shall be by Brady or Panduit.

3.02 INSTALLER QUALIFICATION

- A. Installer shall have a BICSI RCDD (Registered Communication Distribution Designer) on staff.
- B. Installer shall have an Avixa CTS (Certified Technology Specialist) on staff.

- C. Installer shall be an Authorized Audio Enhancement reseller and be certified in EPIC System, level 1 and level 2.
- D. Installer shall hold an appropriate State Contracting or Electrical License as required.

3.03 FIELD QUALITY CONTROL

- A. The system shall be installed and fully tested as listed in these specifications. The system shall be demonstrated to perform all features and functions as listed in these specifications at a minimum.

3.04 TESTING

- A. Reports of any field-testing during the system installation shall be forwarded to the Owner and Architect / Engineer for review and comment.
- B. Each individual system operation on a circuit-by-circuit basis shall be tested for its complete operation. Any devices that are to be connected to the system shall be tested as specified. Device locations and address / circuit numbers shall be documented on the as-built drawings as well as the wiring configuration of the device circuits. Device locations shall be field verified by the contractor and shall include any costs in the bid that is relating to all devices being connected to the system. The procedure for testing the entire system shall be set forth in these specifications and with the consent and approval of the Architect / Engineer, Owner and equipment manufacturer. Confirm testing requirements with the Owner and Architect / Engineer prior to commencing with system testing.
- C. Perform the tests and adjustments necessary to assure the satisfactory quality and level of performance of the system under normal operating conditions.
- D. Establish the normal settings for all controls and devices for all system operational and functional features and record the same for future reference. All levels shall be set and recorded in the as-built documentation for optimum system performance.
- E. The installation technician from the installer / manufacturer shall perform all system tests as specified. Perform all tests in the presence of the Owner, Architect / Engineer and any designated personnel as deemed necessary by the Owner or Architect / Engineer. This test shall be performed with the devices at their operational location and under normal operational conditions. Bench or default settings for devices are not acceptable. All test and test report costs shall be included in the contractors bid. A checkout report shall be generated by the installation technician and submitted to the Owner and Architect. The report shall include but not be limited to the following:
 - 1. A complete list of all equipment installed with corresponding serial numbers.
 - 2. Indication that all equipment is properly installed, functions and conforms to the specifications.
 - 3. Serial numbers, locations by device and model number for each installed device.
 - 4. Technicians name, specified certification credentials and date of system test.
 - 5. Any additional information as deemed necessary by the Owner and or Architect / Engineer.
- F. A substantial completion test shall be performed before the final test and acceptance of the system by the Owner and Architect / Engineer. At the time of the substantial completion system test, provide to the Owner or his representative an oral explanation of the operation and maintenance of the system. Before starting the tests and adjustments listed above, the contractor shall submit the following to the Owner and the Architect / Engineer for review during the substantial completion test:
 - 1. Preliminary as-built wiring diagrams of the entire system.
 - 2. Preliminary copy of the operation and maintenance manuals.
 - 3. Preliminary copy of the system test report form.
- G. If no system performance issues arise during the substantial completion test that need to be repaired by the installation contractor, this can be approved as the final system test by the Owner and or

Architect / Engineer. If there are performance issues that arise that do need to be repaired, another complete and comprehensive system test shall be scheduled and performed to show that the necessary repairs have been properly addressed. These tests shall be performed at no cost to the Owner until a time that the system is shown to be in complete operating condition as approved by the Owner and Architect / Engineer.

- H. A commissioning report of all the tested functionality of the system shall be provided by a certified L2 technician by the manufacture or by the manufacture themselves.

3.05 DOCUMENTATION AND TRAINING

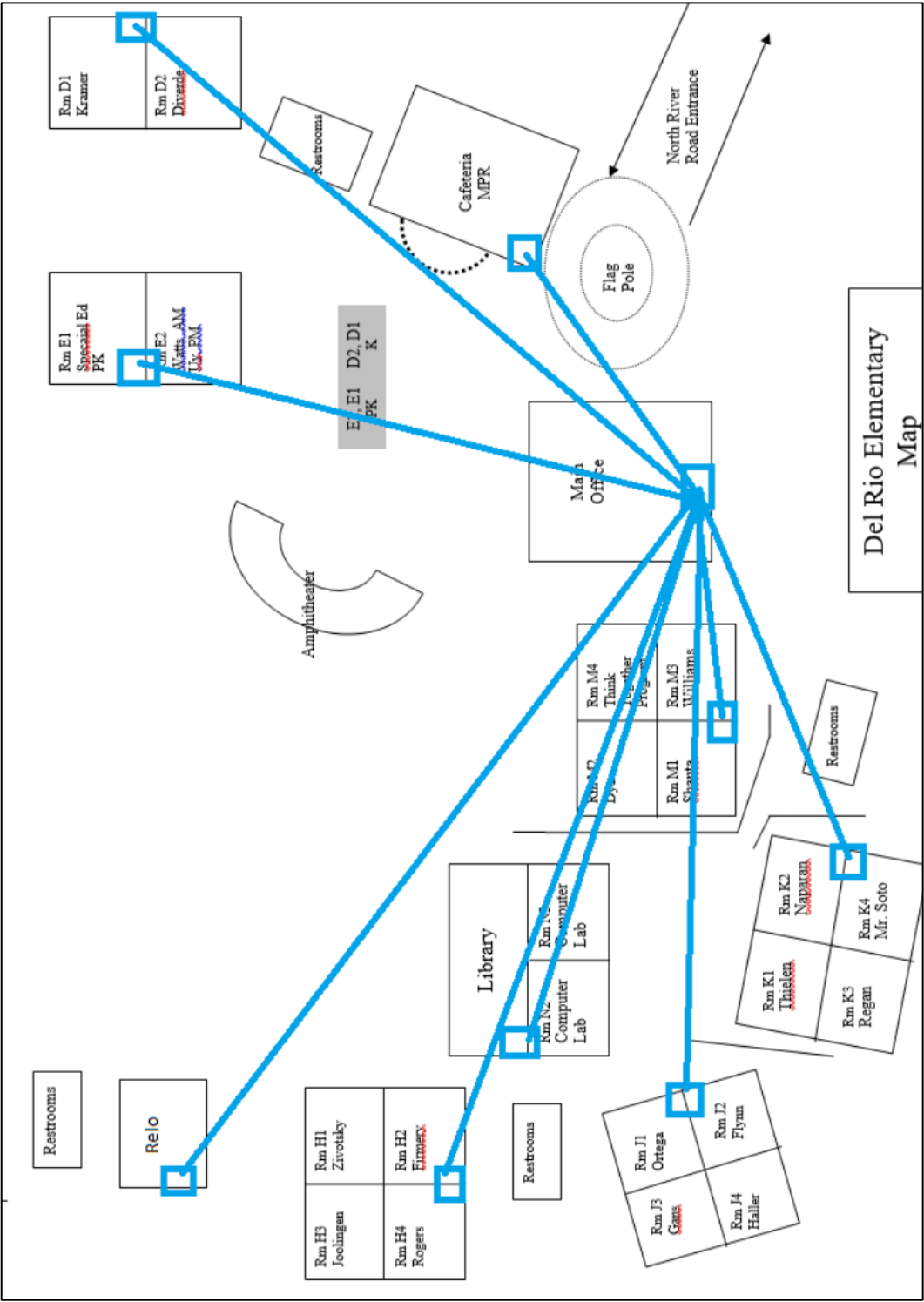
- A. After the final system test and the Owner and Architect / Engineer has accepted the system to be in the proper operating condition, the contractor shall compile and provide to the Owner three (3) complete operation and maintenance manuals and three (3) sets of as-built drawings on the completed system to include but not be limited to the following:
1. Operating and maintenance instruction sheets for each piece of equipment showing the proper operation and maintenance of the system component.
 2. Individual factory issued operation and maintenance catalog brochures of all equipment and components that were installed as part of the system. Advertising brochures, submittal data sheets and operational materials shall also be included but shall not be used in lieu of the required technical manuals.
 3. Complete as-built wiring diagrams and floor plan drawings of the complete system installation showing how the system was installed. These drawings shall include any devices that are connected to the system with their address / circuit number documented as well as the wiring configuration of all device circuits. The as-built drawings shall be an updated and revised copy of the submittal drawings showing all modifications made during the installation of the system. A copy of the as-built drawings in electronic format in AutoCAD Release 2014 or higher will be forwarded on to the Owner and Architect / Engineer for archiving in the operation and maintenance manuals.
 4. A statement of guarantee including the date of the termination of the warranty as well as the phone number of the person to be called in the event of equipment failure.
 5. A cover letter, for the above mentioned tests, certifying the entire system and its components, application and installation meets or exceeds the recommendations of the manufacturer, all applicable code requirements and test specifications.
- B. The final and installed version of the system software shall be provided to the Owner on a via electronic means the operation and maintenance manuals. These manuals shall be used for final check out of the system.

[END OF SECTION]

Attachment D: Campus Site Maps—IDF Locations

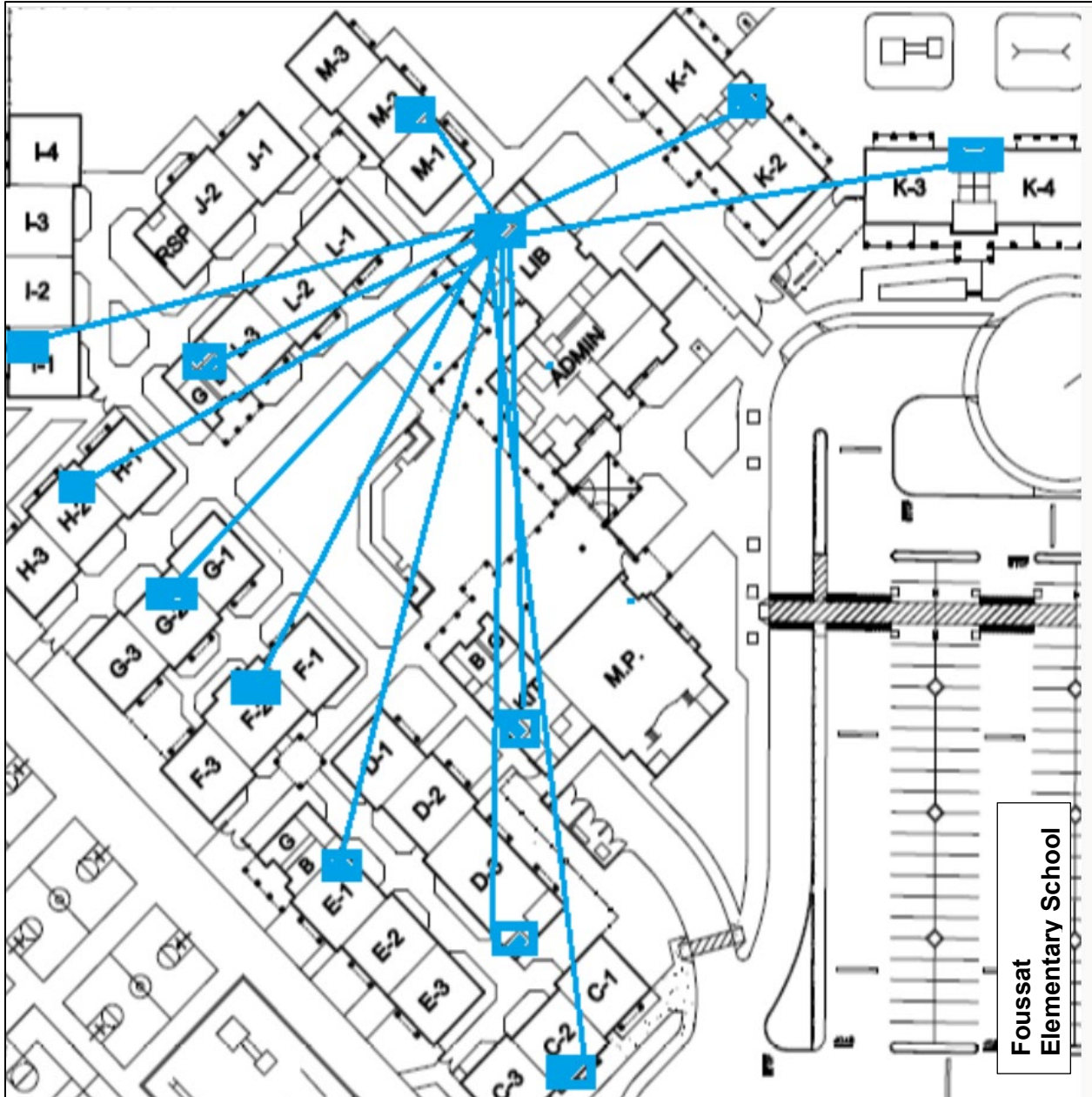
Del Rio Elementary School

5200 N River Rd, Oceanside, CA 92057



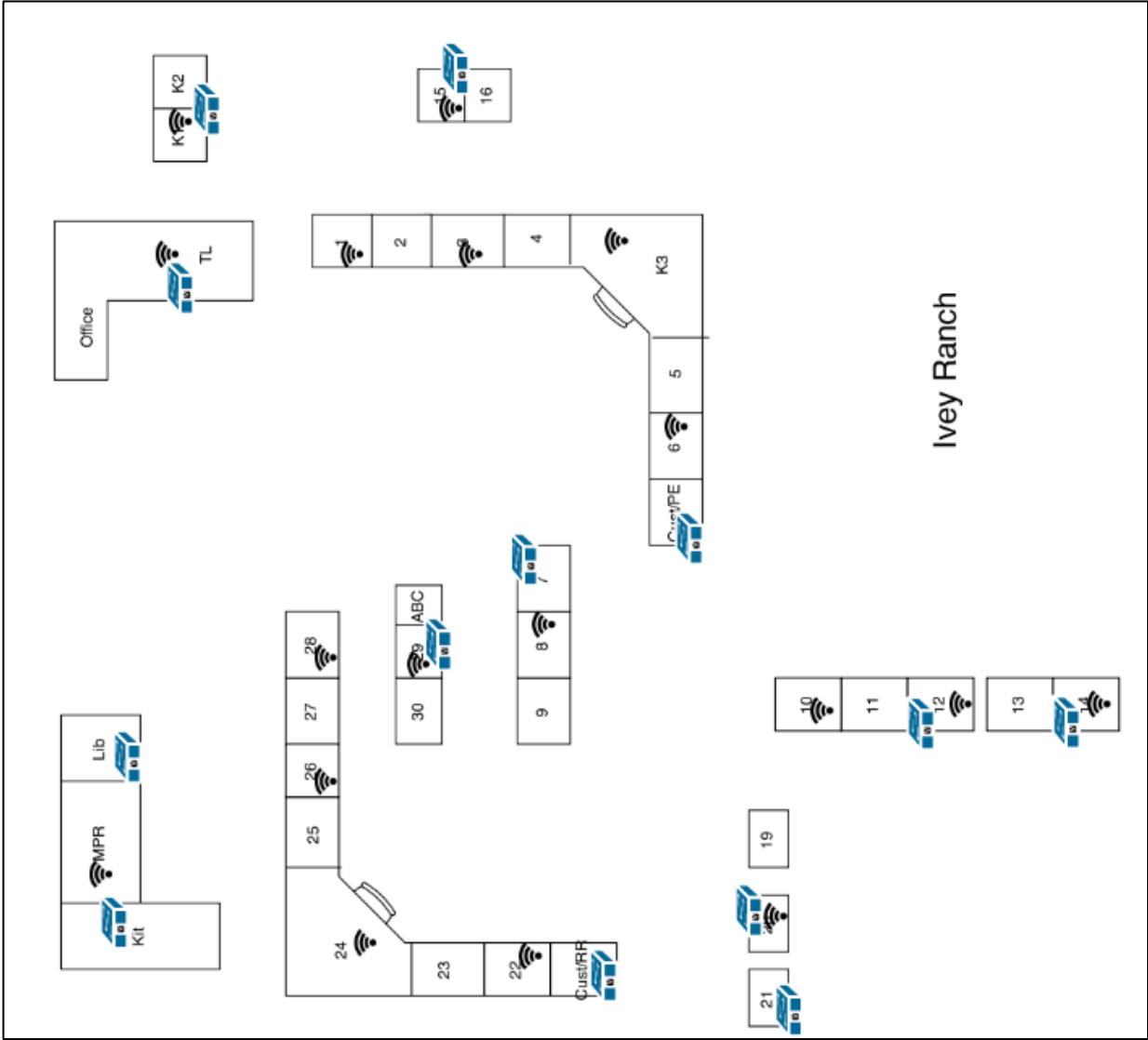
Foussat Elementary School

3800 Pala Rd, Oceanside, CA 92058



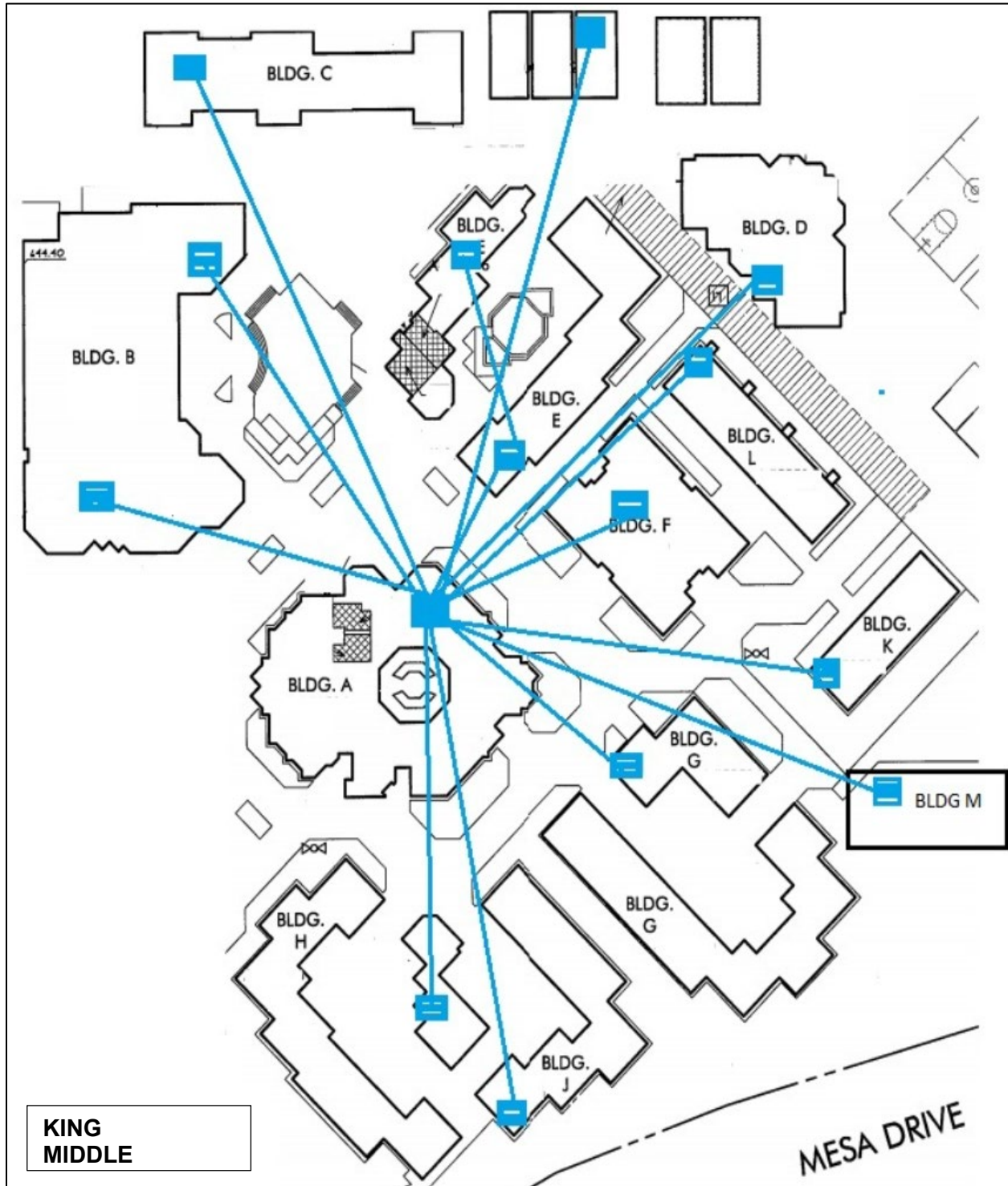
Ivey Ranch Elementary School

4275 Via Rancho Rd, Oceanside, CA 92057

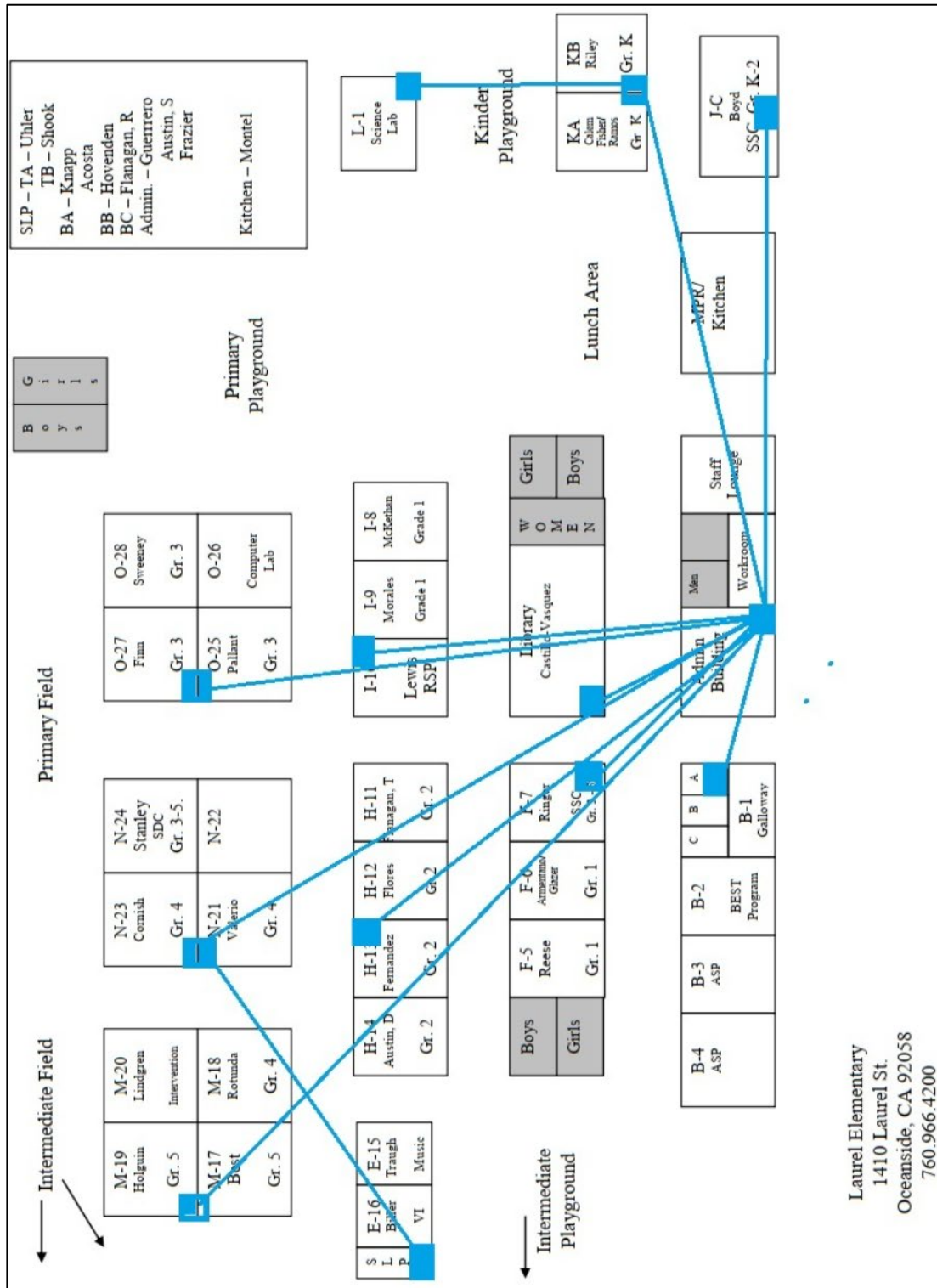


King Middle School

1290 Ivey Ranch Rd, Oceanside, CA 92057

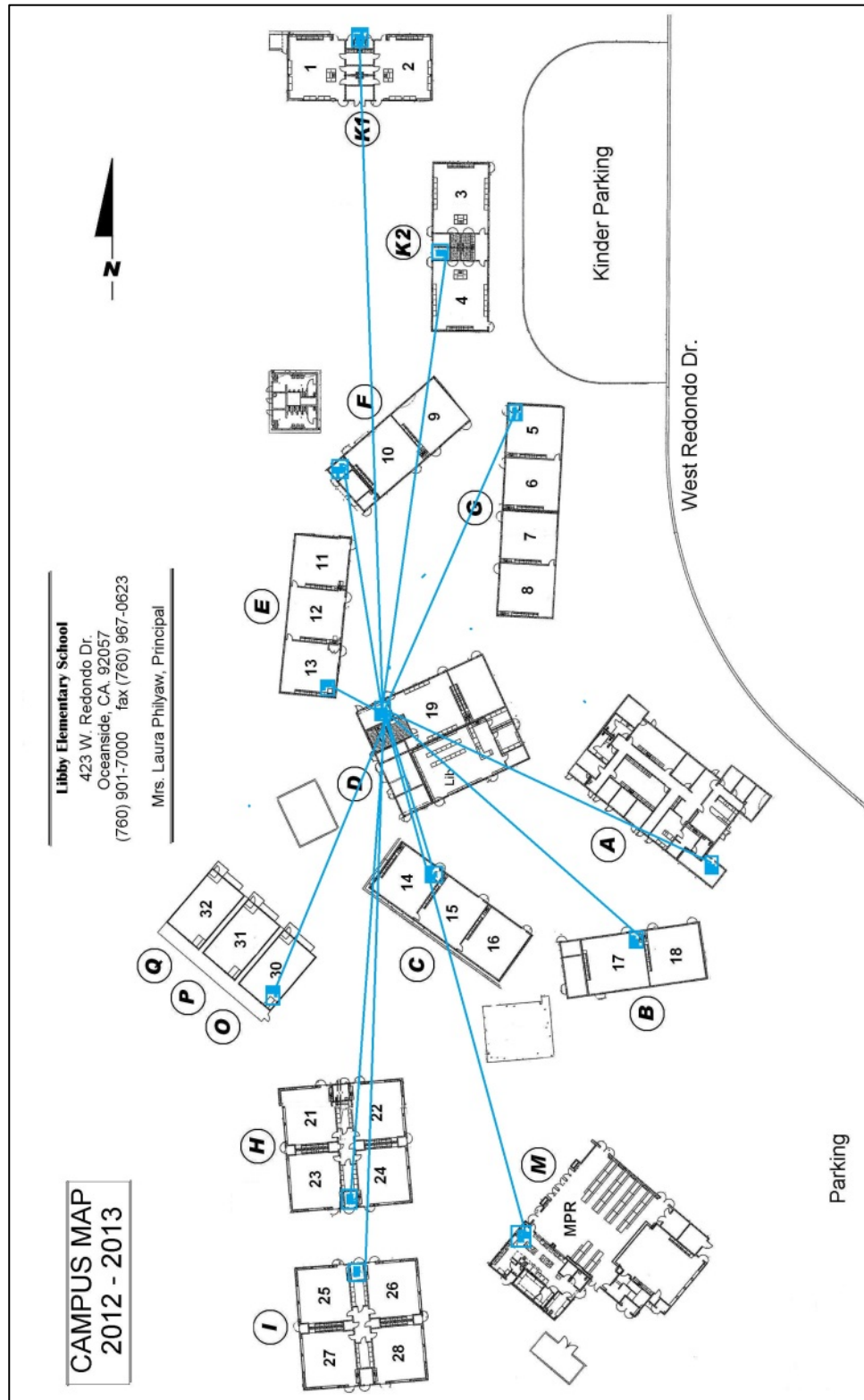


Laurel Elementary School
1410 Laurel St, Oceanside, CA 92058



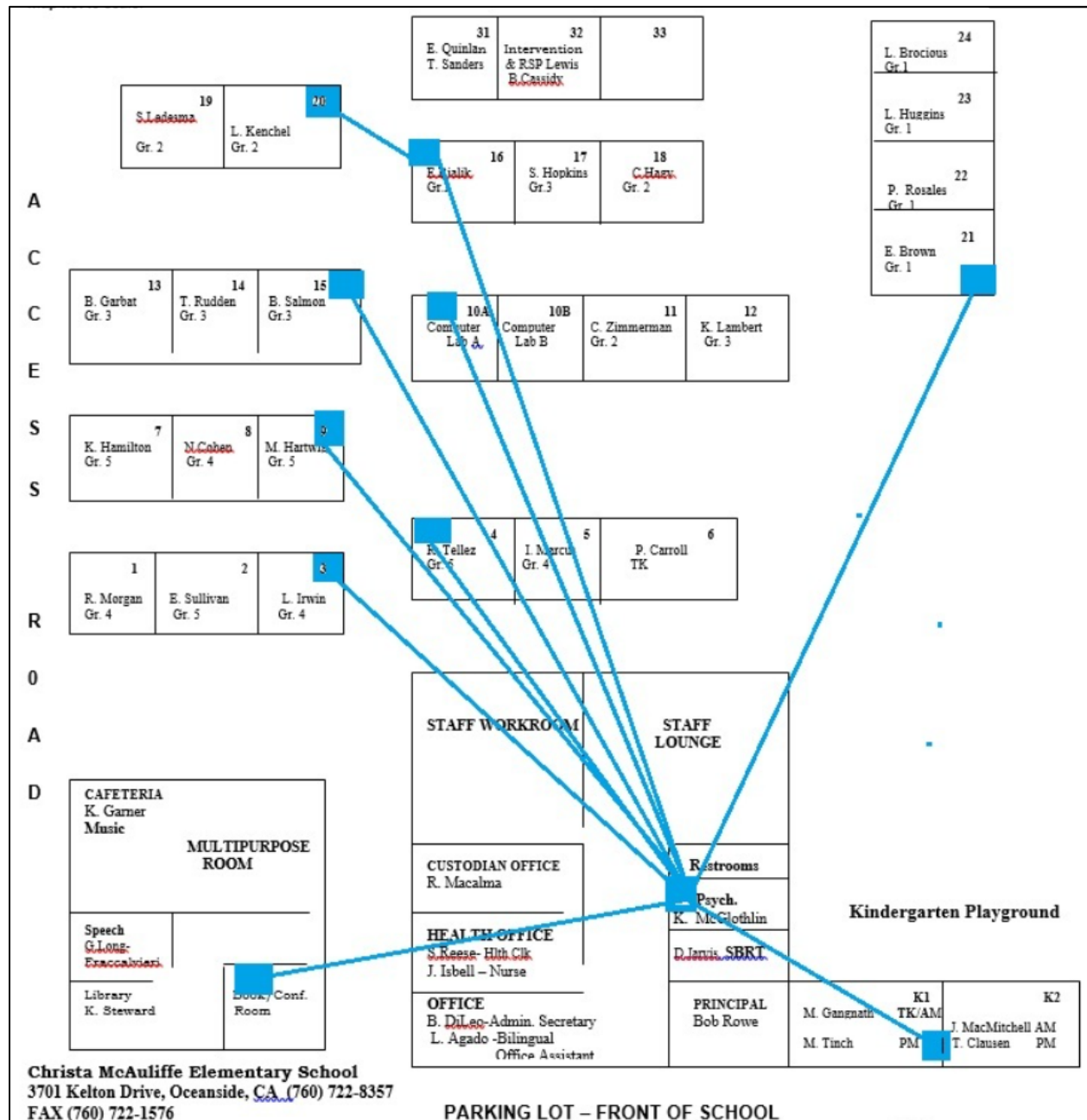
Libby Elementary School

423 W Redondo Dr, Oceanside, CA 92057

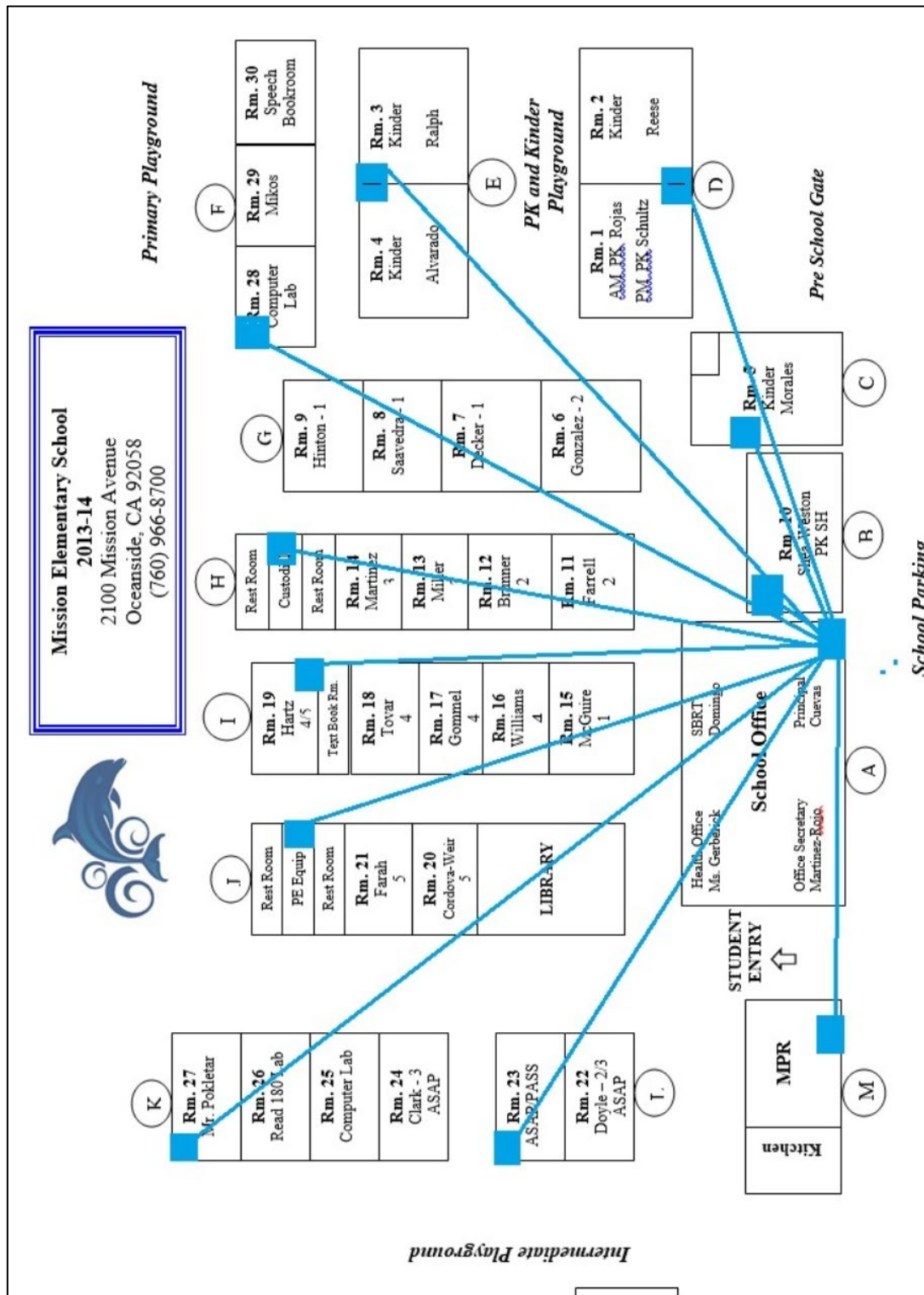


McAuliffe Elementary School

3701 Kelton Dr, Oceanside, CA 92056

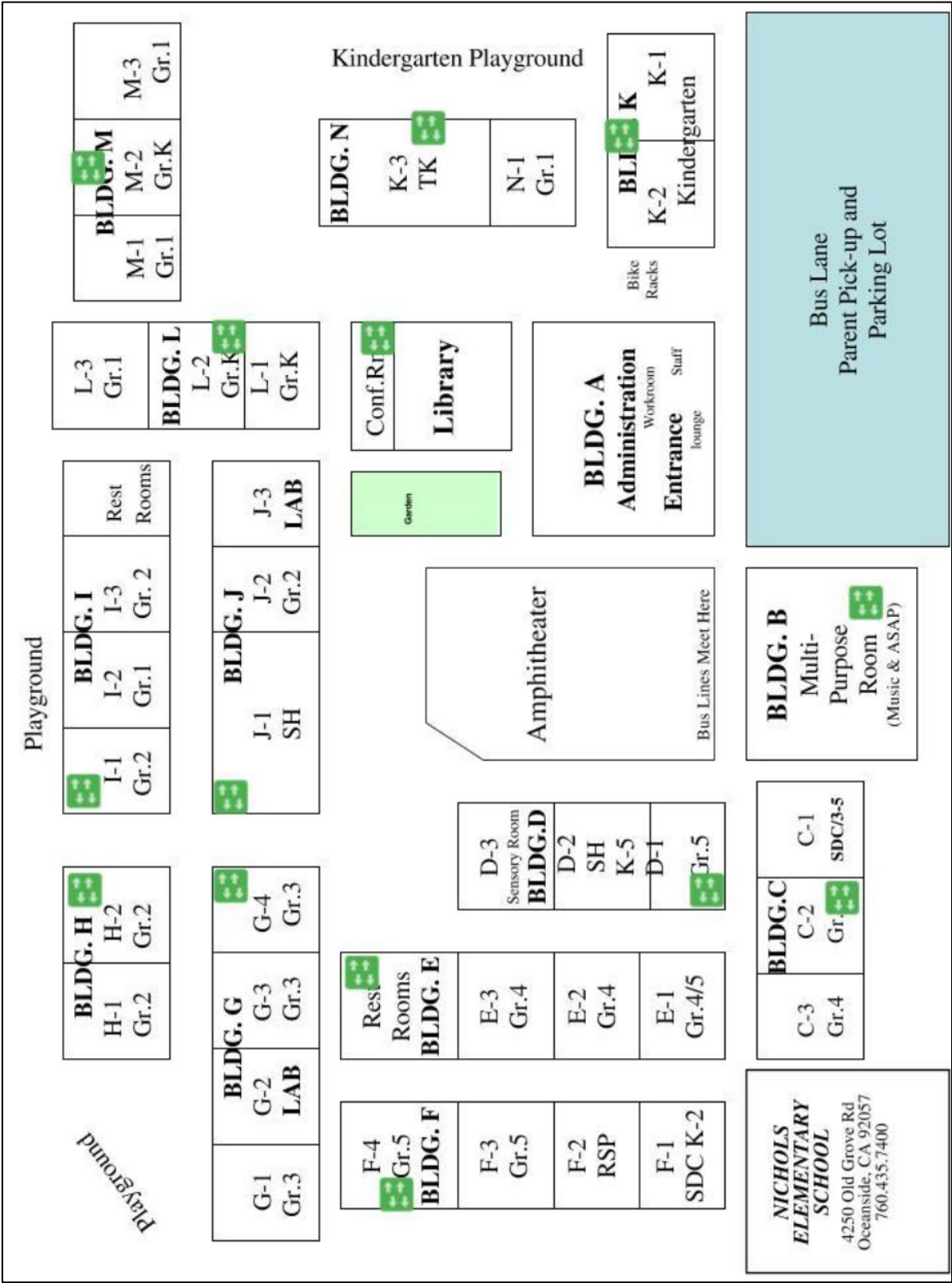


Mission Elementary School
2100 Mission Ave, Oceanside, CA 92058



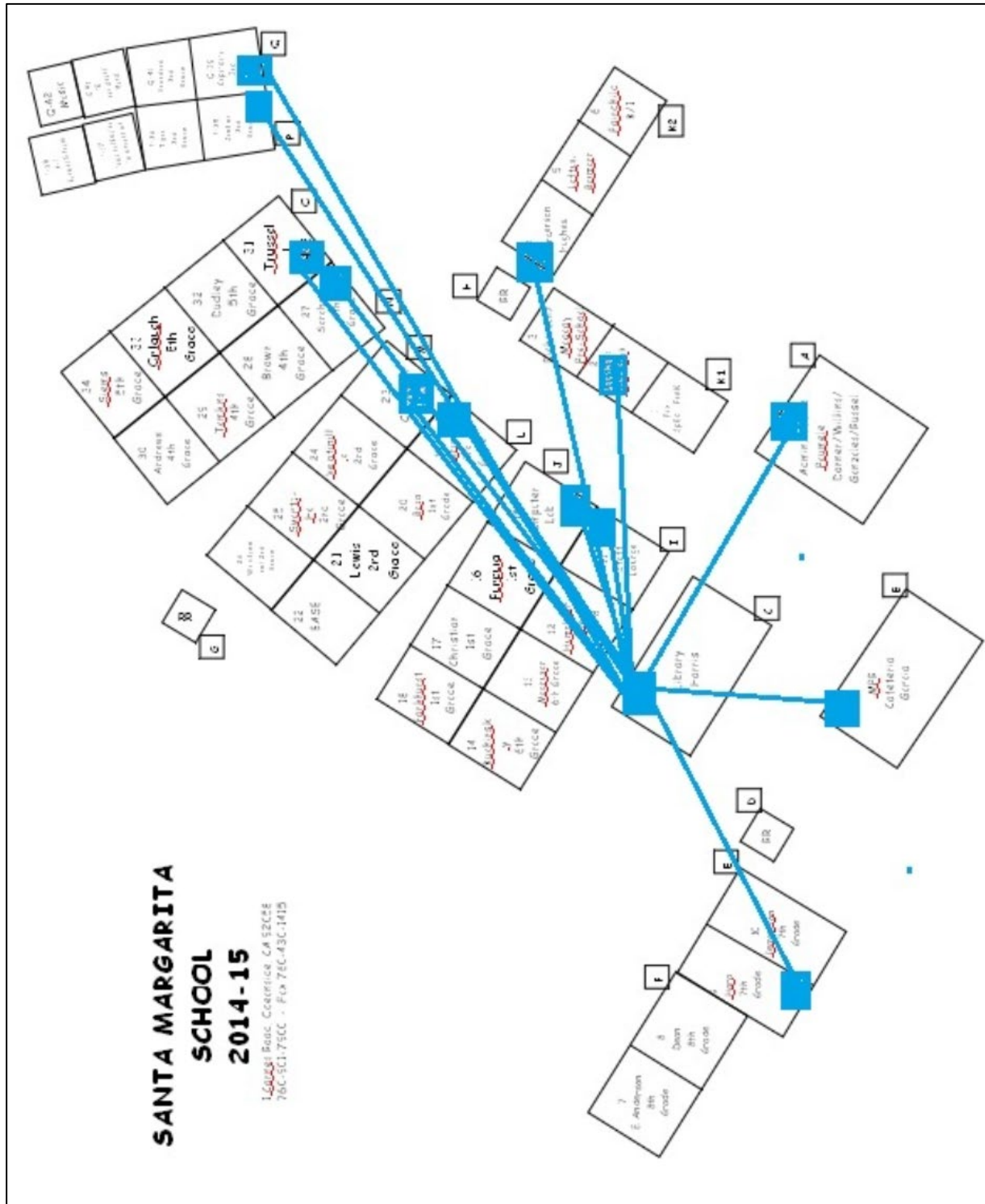
Nichols Elementary School

4250 Old Grove Rd, Oceanside, CA 92057



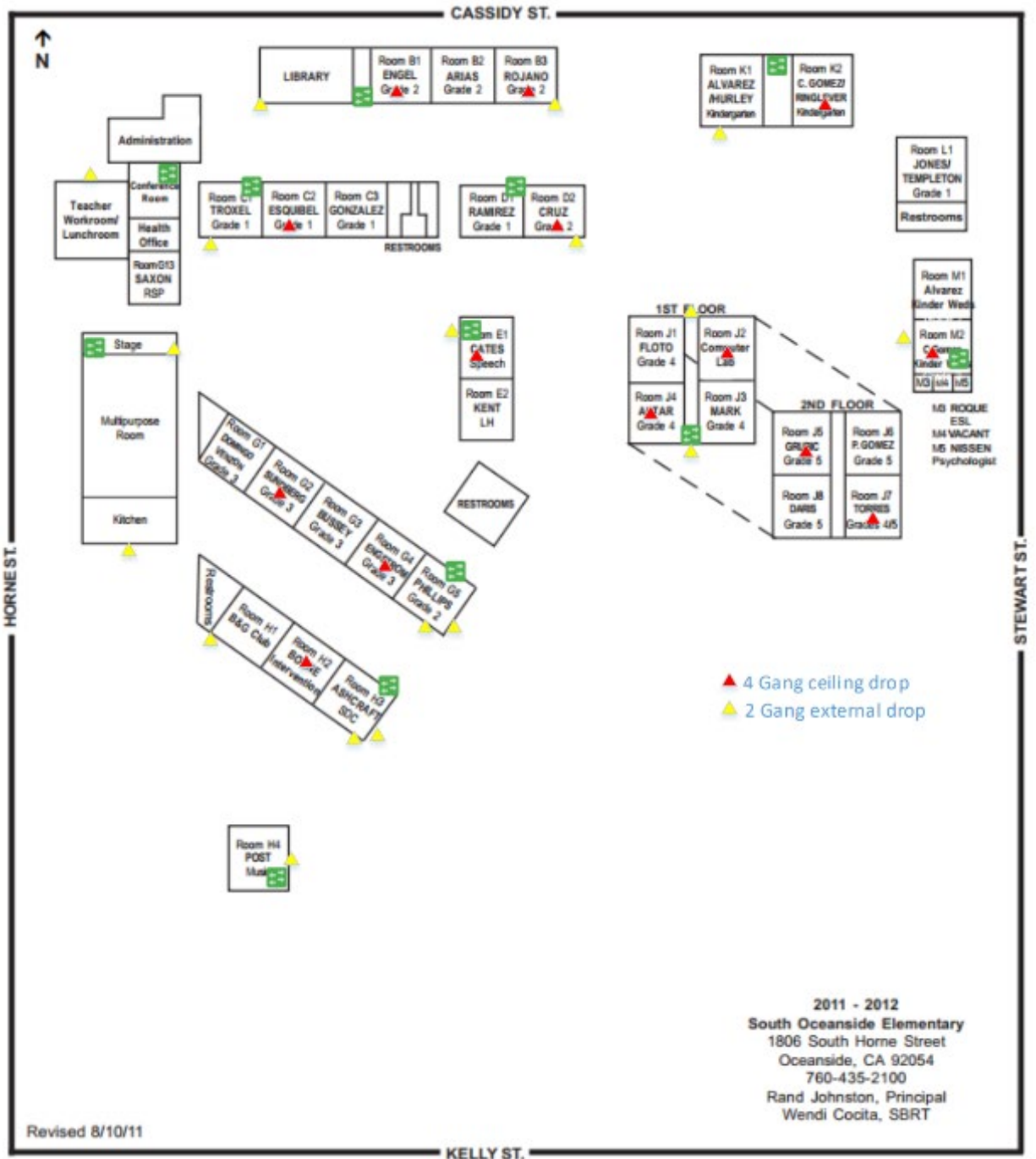
Santa Margarita (K-8)

1 Carnes Way, Oceanside, CA 92058



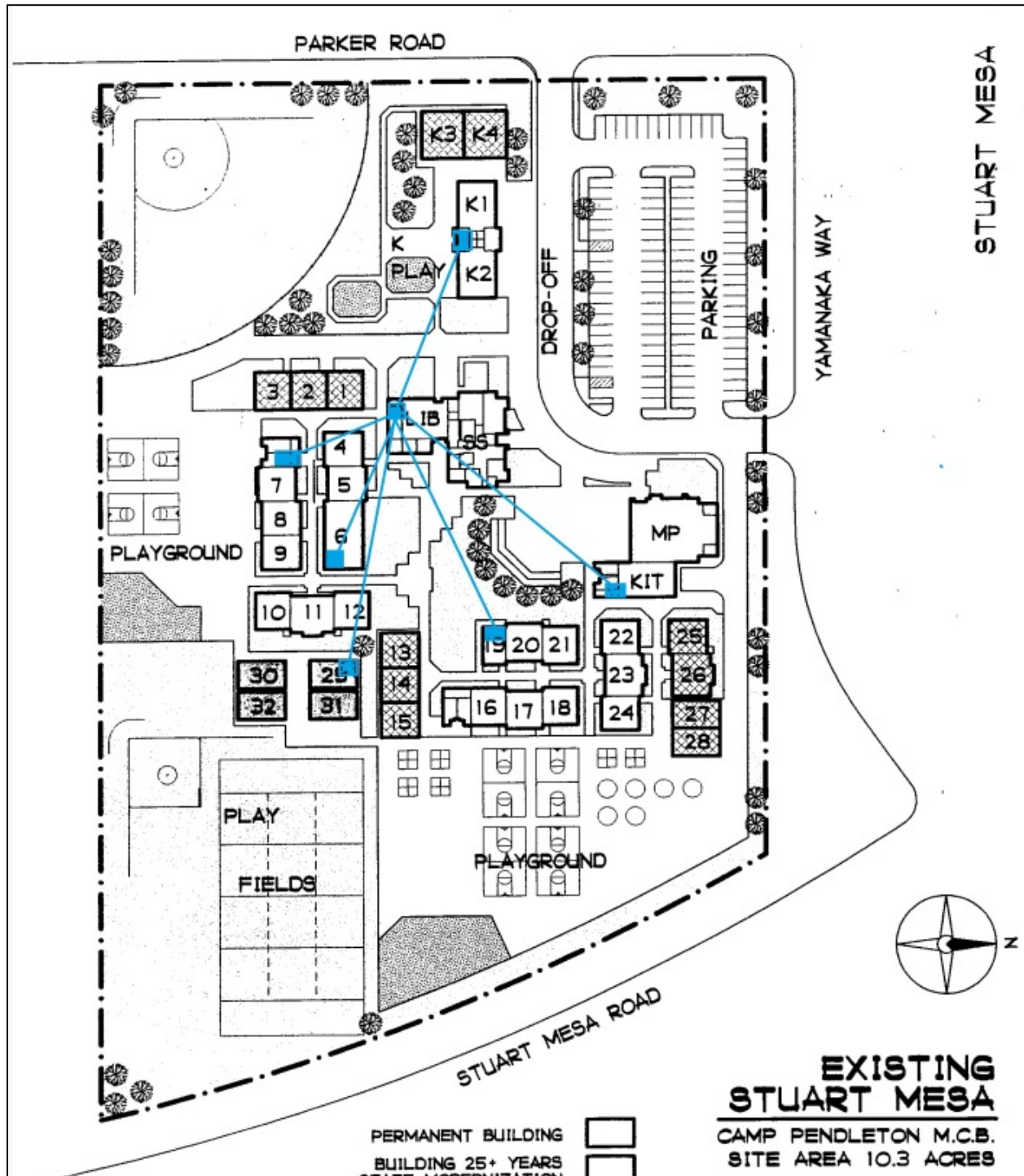
South Oceanside Elementary School

1806 S Horne St, Oceanside, CA 92054



Stuart Mesa (K-8)

100 Yamanako, Oceanside, CA 92058



Attachment E: Preliminary Schedule

