EXHIBIT A

PROGRESSIVE DESIGN-BUILD CONTRACT

Sample Agreement

PROGRESSIVE DESIGN/BUILD CONTRACT FOR

NEW HEADQUARTERS FACILITY PROJECT (W22006)

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855 W. Baseline Road, Rialto, CA 92376

PROGRESSIVE DESIGN-BUILD CONTRACT BETWEEN THE WEST VALLEY WATER DISTRICT AND [*INSERT DBE NAME***] FOR THE NEW HEADQUARTERS FACILITY PROJECT (W22006)**

This Progressive Design-Build Contract ("Contract") is made and entered into this ___ day of _____, 2026 ("Effective Date") by and between the West Valley Water District, (hereinafter referred to as the "District") and **[***INSERT DBE NAME***]** (hereinafter collectively referred to as "Design-Build Entity" or "DBE"). District and DBE are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. District is a public agency of the State of California and is in need of turnkey design and construction for the New Headquarters Facility Project ("Project"), that will include two phases: (1) preconstruction phase services ("Preconstruction Phase" or "Preconstruction Services" or "Phase 1"); and, only if authorized by a duly executed GMP Amendment and separate Notice to Proceed, (2) construction phase services ("Construction Phase" or "Construction Services" or "Phase 2"), each of which are more fully described in the Contract Documents (collectively, "Services" or "Work").

B. District seeks to have DBE perform the Services and DBE warrants and represents that it is able and qualified to perform the Services for the Project.

C. DBE shall first perform Preconstruction Services consistent with the requirements of the Contract Documents, during or after which DBE shall prepare and propose to District a GMP (as defined in this Contract) to construct the Project and, if accepted by the District, the Parties shall enter into an amendment to the Contract for DBE's performance of Construction Services.

D. DBE represents that is duly licensed in the State of California and has the necessary qualifications to provide such services.

E. The Parties desire to enter into this Contract for the purpose of setting forth the terms and conditions upon which DBE shall render Services to District.

TERMS

1. Incorporation of Contract Documents.

The above referenced recitals are true and correct and are incorporated into this Contract by this reference. This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda:

(a) Progressive Design-Build Contract
(b) Attachment 1 to this Contract – Scope of Services
(c) Attachment 1-1 to this Contract – Proposal
(d) Attachment 2 to this Contract - General Conditions
(e) Attachment 3 to this Contract – Special Conditions
(f) Attachment 4 to this Contract – Performance Bond

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(g) Attachment 5 to this Contract – Payment Bond
(h) Attachment 6 to this Contract – Fee and Rate Schedule
(i) Attachment 7 to this Contract – Iran Contracting Act Certification, Workers' Compensation Certification, Non-Collusion Declaration, Public Works Contractor Registration Certification, Fleet Compliance Certification, Penalty-Of-Perjury Certification, and Conflict of Interest Policy Form
(j) Request for Qualifications & Proposal ("RFQ/P") and all addenda, attachments, exhibits, and appendices
(k) District approved Change Orders
(l) Completed and approved Construction Documents in accordance with the General Conditions
(m) Project Design Criteria Report (PDCR)

2. DBE's Services, Responsibilities and Progression of the Services.

2.1 Pre-Construction and Construction Phases. As described in greater detail herein, the Services provided by DBE for the Project shall consist of those performed at the Pre-Construction Phase and Construction Phase (each a "Phase" or collectively the "Phases"). DBE shall not proceed with any work or any Phase, nor shall the DBE be entitled to any compensation for any such work unless and until District issues a written Notice to Proceed for that Phase. In entering into this Contract, the Parties expressly agree that District is under no obligation to issue a Notice to Proceed for any specific Phase, and may or may not issue a Notice to Proceed for a specific Phase, in District's sole discretion.

2.2 Performance of the Services. DBE promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services and complete the Project consistent with the requirements of the Contract Documents. The Services are more particularly in the Contract Documents, including, without limitation, **Attachment 1**.

2.3 Standard of Care. DBE's performance shall be consistent with the standards set forth in the Contract and the General Conditions. DBE warrants to District that all Design Work will be performed in accordance with the highest professional standards and degree of care applicable to those design professionals who specialize in designing and providing services for projects of the type, scope, quality and complexity of the Project utilizing the Design-Build contracting mode. DBE warrants to District that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all work will be free of liens, claims and security interests of third parties; that the work will be of the highest quality and free from defects and that all work will conform with the requirements of the Contract Documents. DBE shall supervise, inspect, and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. DBE shall be solely responsible for the means, methods, techniques, sequences, and procedures of design and construction of the Project. DBE shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the DBE's failure to comply with the standard of care provided for herein.

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2.4 Key Personnel. The following individuals are DBE's key personnel, none of whom can be replaced unless approved by District as provided herein (such approval not to be unreasonably withheld or delayed):

Title / Role of Responsibility	Contact Name
Project Executive	
Project Manager	
Design Manger	
Engineer of Record	
Preconstruction/Cost Manager	
Superintendent	
Lead Architect Project Manager	
Key Engineering Consultants	

2.5 Independent Contractor. DBE, in the performance of this Contract, shall be and act as an independent contractor. DBE understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DBE shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DBE's employees. In the performance of the work herein contemplated, DBE is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of DBE's Work, District being interested only in the results obtained.

3. DBE's Compensation.

3.1 Pre-Construction Phase Compensation.

(a) District shall pay DBE a total not to exceed amount of [***INSERT AMOUNT***] **Dollars($_____)** for performance of the Pre-Construction Services based on the work satisfactorily performed and approved by District pursuant to the Contract Documents including, without limitation, **Attachment 1** and at the rates and manner set forth in **Attachment 6** to this Contract ("Pre-Construction Fee"). For the purposes of this Contract, the billing rates will remain effective through the entire term of this Contract.

(b) The Pre-Construction Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preconstruction Services and design as defined for Phase 1 under Attachment 1. The Pre-Construction Fee does not include compensation for design services expressly identified in the executed GMP Amendment as remaining to be completed during Phase 2. Such remaining design services shall be included in the GMP, and no design service or deliverable shall be compensated under both Phase 1 and Phase. District shall not be liable to DBE for any costs or expenses paid or incurred by DBE in performing the Services, except as expressly provided for in this Contract.

3.2 Construction Phase Compensation.

DBE EXPRESSLY AGREES AND ACKNOWLEDGES THAT, AS OF THE EFFECTIVE DATE, DBE IS NOT ENTITLED TO ANY COMPENSATION FOR CONSTRUCTION SERVICES, AND SHALL ONLY BE ENTITLED TO SUCH COMPENSATION IF: (1) THE AGENCY ACCEPTS THE DBE'S PROPOSAL (AS DEFINED BELOW); (2) THE PARTIES EXECUTE, AND THE AGENCY'S GOVERNING BODY APPROVES, THE GMP AMENDMENT (AS DEFINED BELOW); AND (3) THE AGENCY ISSUES A NOTICE TO PROCEED FOR THE CONSTRUCTION PHASE.

(a) GMP for Construction Phase. DBE's compensation for Construction Services shall be a not-to-exceed guaranteed maximum price as further described, and subject to, the limitations set forth below and as indicated in the Contract Documents ("Guaranteed Maximum Price" or "GMP"). As of the Effective Date, the GMP has not been agreed to by the Parties. If, during or after the completion of Preconstruction Services and DBE's presentation of the GMP Proposal to District, District agrees to DBE's GMP in the GMP Proposal, the Parties shall amend this Contract and replace this Section 3.2(a) with a not-to-exceed GMP for all DBE's Construction Services for the Project, which shall be consistent with the structure, and subject to the limitations, set forth below.

(b) Overview/Components of Guaranteed Maximum Price.

(i) Definitions.

(1) "DBE Contingency**"** means the separately identified amount included within the GMP for eligible, defined construction risks within the Design-Build Entity's contractual responsibility, subject to the limitations, documentation, and District approval requirements established in the Contract Documents. DBE Contingency is distinct from District contingency and allowances.

(2) "Allowance" means a separately identified amount included within the GMP for a defined portion of the Work that cannot reasonably be fully quantified or priced when the GMP is established. Each allowance shall identify its scope, pricing assumptions, and applicable reconciliation requirements.

(3) "DBE's General Conditions" means the itemized, competitively supported, phase specific field management and temporary facility costs approved in the GMP Amendment, with staffing, durations, rates, and quantities shown, without mark-up, which shall include only the items listed in DBE's proposal.

(4) "Construction Cost" means all of DBE's actual and direct costs of any Construction Services performed, without mark-up. The Construction Cost includes, as applicable:

a. Total Subcontractor(s)' costs, fees and charges for Subcontractor performed Construction Services, including bond costs and insurance, and all other costs necessary for subcontractor(s) to perform Construction Services pursuant to the Contract Documents; and

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b. Total DBE's costs, fees, charges for self-performed Construction Services and all other costs necessary for DBE to perform such Construction Services pursuant to the Contract Documents; and

c. Reimbursable Construction Costs. The reimbursable Construction Cost includes all costs necessarily and properly incurred by the DBE and Subcontractors to construct, test, and commission the Project, which is defined as all costs reasonably and properly incurred in performing the Work at competitive rates, including: wages paid for direct labor; contributions applicable to the DBE's and Subcontractor's payroll; fringe benefits; payroll taxes; contributions for unemployment; social security, disability, and similar payments and assessments; travel and subsistence; materials, supplies, and equipment incorporated or consumed in the Work; hand tools consumed in the Work; reasonable equipment rental charges whether the equipment is owned by or rented to DBE or Subcontractor; power, utility, and telephone charges; permits, licenses and inspections for which the DBE or Subcontractor is required by the Contract Documents to pay, other than those permits for which District pays directly; sales and use taxes incurred about the Work; fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work; demolition, clean-up and removal costs; professional fees of consultants, engineers, designers or schedulers that the DBE or Subcontractor is required by the Contract Documents to employ during ; and all other costs properly and reasonably incurred in the performance of the Work.

(5) Construction Costs Not Reimbursable. The Construction Cost does not include: compensation for DBE's General Conditions; DBE's and Subcontractor's personnel stationed at the DBE's and Subcontractor's principal or branch offices; overhead and general expenses except those provided for in Construction Cost; the cost of the DBE's and Subcontractor's capital used in the performance of the Work; costs that would cause the GMP to be exceeded; discounts and rebates and the salvage value of tools and equipment consumed in the Work; costs incurred in performing call-back, repair and warranty work; discounts and rebates and the salvage value of tools and equipment consumed in the Work; costs due to the negligence, error, or omission of the DBE or Subcontractor or to the failure of the DBE or Subcontractor to fulfill a specific responsibility to the District set forth in this Contract Document; costs incurred as a result of a delay which does not constitute compensable delay under the General Conditions; costs incurred in the performance of the Pre-Construction Phase; any cost not specifically and expressly described as a reimbursable cost; and costs DBE or Subcontractor is required to bear as a result of DBE's or Subcontractor's failure to perform in accordance with the Contract Documents.

3.3 Components of Guaranteed Maximum Price. The GMP includes the following costs for Construction Services:

(a) DBE's General Conditions. DBE's General Conditions for the Construction Work, consistent with the detailed general conditions presented with DBE's proposal.

(b) Cost of Construction Work. The Construction Cost for Construction Services performed by DBE.

(c) Mark-Ups.

(i) Fee for Overhead and Profit. DBE's Fee for Overhead and Profit shall be _____ percent (_____%) of the Construction Cost incurred by the DBE as separately submitted with the RFQ/P Fee and Rate Proposal and memorialized in the GMP

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Amendment. DBE's Fee shall compensate the DBE for all field and home office overhead, profit, and other costs and expenses not specifically included in the Construction Cost. Duplicate markup or fee is prohibited.

(ii) Bonds. DBE's charge for Performance Bond and Payment Bond costs shall be one-hundred percent (100%) of the Construction Cost as expressly established in the Fee and Rate Proposal and GMP Amendment. Duplicate markup or fee is prohibited.

(iii) Insurance. DBE's charge for insurance Costs shall be [INSERT RATE AMOUNT PER GMP]percent (_____%) of the Construction Cost as expressly established in the Fee and Rate Proposal and GMP Amendment. Duplicate markup or fee is prohibited.

(iv) Mark-Up Inapplicable. No DBE fee, overhead, profit, insurance, or bond percentage mark-up shall be assessed on DBE General Conditions, DBE Contingency, District-approved allowances, or Buyout Savings except to the extent expressly agreed in the executed GMP Amendment and without duplicate recovery.

(d) DBE Contingency.

(i) DBE Contingency Calculation. DBE Contingency shall be five percent (5.0%) of the Construction Cost established in the approved GMP Amendment and shall be separately identified within, and not in addition to, the GMP. DBE Contingency shall be available solely for eligible, reasonably unforeseen construction costs and risks associated with completion of the original GMP scope that are within the DBE's contractual responsibility and are not otherwise included in the Construction Cost, allowances, or other GMP components.

(e) Allowances. No allowances shall be included in the GMP without District express written approval. District authorized allowances shall identify discrete scope, quantities, assumptions, exclusions and reconciliation methodology; aggregate allowances shall not exceed ten percent (10%) of Construction Cost unless District expressly approves otherwise. District prior written change order approval is required for use or transfer, and unused balances accrue to the District.

3.4 Conditions Applicable to Guaranteed Maximum Price.

(a) DBE guarantees that the final cost to construct the Project shall not exceed the GMP, subject to any additions or deductions as provided in the Contract Documents. Except as otherwise provided in this Contract, DBE shall assume the risk of all costs in excess of the GMP in the performance the Work and to provide a fully completed and successfully operational Project, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs. Should DBE believe that it is entitled to additional compensation, whether money or time, it must request such compensation pursuant to the Contract Documents.

(b) The GMP includes and assumes that from time to time, DBE will encounter delays and difficult site conditions arising from limited access to work areas, other interference, or conditions at the Project site. DBE assumes full responsibility for its examination, investigation and understanding of the difficulties which may be encountered during Phase 1, and has included in its GMP the cost of any Work associated with such difficulties.

3.5 Adjustments to Guaranteed Maximum Price.

(a) The GMP reflected in the GMP Amendment shall not be modified except in the event of the following circumstances: (a) District directs and authorizes a change which is related solely to District discretionary changes (the foregoing excludes changes authorized by District resulting from errors, omissions or other deficiencies in the Design Documents or changes resulting from the acts, omissions or other conduct of the DBE); (b) unanticipated field conditions which could not be reasonably foreseeable by the DBE are encountered which requires changes; (c) changes are directed by a governmental agency with jurisdiction over the Project or portions thereof, which could not be reasonably foreseen or anticipated by the DBE at the conclusion of the Pre-Construction Phase; (d) changes are necessitated by amendment(s) or enactment(s) of laws, rules, ordinances or regulations applicable to the Project or portions thereof which could not be reasonably anticipated or foreseen by the DBE at the conclusion of the Pre-Construction Phase; or (e) changes resulting from emergencies not caused, in whole or in part, by the acts, omissions or other conduct of the DBE or its employees, agents or representatives. Adjustments to the GMP shall be reflected in a written amendment to the GMP Amendment duly executed by District and the DBE ("GMP Adjustment Amendments").

(b) Adjustments to the GMP on account of changes in the Work shall be determined as set forth in the Contract Documents, including, without limitation, the General Conditions in **Attachment 2**. In calculating adjustments to the GMP, the allowed costs shall mean the Construction Cost and the allowed mark-up shall mean the DBE's Fee.

3.6 DBE Responsibility for Construction Costs Exceeding GMP. If the final GMP (actual allowable Project costs) exceeds the GMP, including all adjustments to the GMP in accordance with this Contract, DBE shall be solely responsible for all costs exceeding such amount.

3.7 Shared Cost Savings. If, upon completion of the Construction Services and final reconciliation of the Guaranteed Maximum Price (GMP), the actual allowable Cost of the Work, together with the DBE's applicable fees and other amounts properly payable under the Contract Documents, is less than the final adjusted GMP, the resulting difference shall constitute GMP savings, subject to the exclusions set forth below. Eligible GMP savings shall be allocated seventy-five percent (75%) to the District and twenty-five percent (25%) to the DBE.

(a) For purposes of calculating eligible GMP savings under this Section, unused DBE Contingency, unused allowances, and Trade Buyout Savings that are required to accrue or be returned to the District pursuant to the Contract Documents shall be excluded from the shared savings calculation and shall remain entirely for the benefit of the District. Such amounts shall be separately identified and reconciled so that they are not included in, or paid again as part of, the shared savings distribution.

(b) The calculation of eligible GMP savings shall be based on the final adjusted GMP, including approved Change Orders, and shall be supported by the DBE's final cost accounting and documentation reasonably required by the District. No shared savings shall be payable until Final Completion, reconciliation of all Project costs, and District approval of the final accounting. The DBE's share of eligible GMP savings shall be paid as part of final payment in accordance with the Contract Documents.

3.8 Final Project Cost Accounting.

(a) During Project close-out of the Construction Services as set forth in the General Conditions, but before District records a Notice of Completion, DBE shall provide the

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District a detailed Project accounting setting forth all additive Change Orders approved by the District, and, if applicable, all savings generated by DBE during the Project.

(b) District shall, within a reasonable amount of time after receipt, review the open book Project cost accounting, credits, unused DBE contingency, unused Allowances, approved Change Orders, to determine its accuracy and reconcile any potential savings to determine the final cost to complete the Construction Services. If the District determines that there are savings due to either Party, the District shall issue a unilateral additive or deductive Change Order (as applicable).

(c) DBE's compliance with this Section is a material term of the Contract necessary to deem the Project complete, and DBE acknowledges that the District shall not be obligated to record a Notice of Completion or release retention until DBE complies with this Section.

(d) Any disputes or Claims arising out of this process shall be resolved pursuant to the dispute resolution procedures set forth in the General Conditions.

3.9 Payment Terms.

(a) Payment of Compensation for Pre-Construction Services.

(i) DBE shall submit a monthly itemized statement of Preconstruction Services charges and expenses to District on the fifth (5^{th}) day of each month. The itemized statement shall reflect the hours spent, or scopes of work performed, by DBE in performing its Preconstruction Services, and, if applicable, the statements shall reflect expenses and materials, and the hourly charges shall not exceed the rates set forth in **Attachment 6**. The itemized statement shall show the days and hours worked each workday DBE performs Preconstruction Services for the previous month.

(ii) Payment for the Preconstruction Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) Days after DBE submits an itemized statement to District for Preconstruction Services actually completed and after District's written approval of the Preconstruction Services, or the portion of the Preconstruction Services for which payment is to be made. Payment shall not constitute acceptance of any Pre-Construction Services completed by DBE.

3.10 Payment of Compensation for Construction Services.

(a) DBE Monthly Payment Requests.

(i) Pursuant to the General Conditions in **Attachment 2**, DBE shall submit to District on forms approved by District a written request for payment of the GMP, together with such supporting data as District may request covering the amount of the Project work then completed. Unless specified otherwise, such request and supporting data shall be submitted by DBE so that it is received by District no later than the last day of the month preceding the month in which payment will be made.

(ii) DBE acknowledges that the GMP is to be administered on an open book arrangement relative to the costs of the Work. The payment request shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation

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due DBE. The payment request shall be supported by such data substantiating the DBE's right to payment as District may require including but not limited to an approved schedule of values breakdown, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, Subcontractor payment requests submitted to DBE, documentation supporting the Subcontractor's payment requests, general conditions detailed actual costs, fee calculation, bond and insurance costs, change order log, contingency and allowance ledger and any other evidence required by District.

(iii) Upon District's approval, District will make a progress payment of the GMP to the DBE in the amount of ninety-five percent (95%) of the estimated value of the Project work performed through the date of the payment request. DBE shall then make payment to Subcontractors as required pursuant to the Subcontractor contracts and applicable law. Without limitation to any and all remedies available to District under law, equity and contract, District may withhold disputed retained amounts as provided for under law and the General Conditions.

(iv) Each Application for Payment shall be based on the most recent schedule of values submitted by DBE in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that DBE's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as District may require. This schedule, unless objected to by District, shall be used as a basis for reviewing DBE's applications for payment. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the percentage of that portion of the Work which DBE has actually been completed.

(b) District Payments of GMP. District shall make payment to DBE within thirty (30) days of receipt of an undisputed payment request or the resolution of any billing dispute. District may withhold a portion of an application for payment because of defective work not remedied or unsatisfactory prosecution of the work by the DBE. District will release any withheld funds upon DBE satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to the DBE on the compensation due DBE under the terms of this Contract. Payment shall not constitute acceptance of any work completed by DBE. The making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever. The foregoing shall be in accordance with the General Conditions.

(c) Payments to Subcontractors. DBE shall develop and implement procedures for submittal of applications for progress payments to DBE by Subcontractors in accordance with the General Conditions and the review, processing and disbursement of progress payments to Subcontractors, along with associated forms and reporting systems. DBE shall disburse progress payments due each Subcontractor within ten (10) Days of DBE's receipt of payment from District, except to the extent that DBE's payment of such amount or any portion thereof is subject to withholdings for a Stop Payment Notice, Prevailing Wage Rate violations or other withholdings of payment(s) due the Subcontractors under the terms of the subcontracts or by operation of law. DBE shall indemnify District against any and all claims arising from or related to the failure of the DBE to comply with the prompt payment requirements under the Public Contract Code.

4. Commencement and Time to Complete Services; Liquidated Damages.

4.1 Time to Complete Preconstruction Services. DBE shall commence the performance of Pre-Construction Services upon District's issuance of a Notice to Proceed and shall complete the Pre-Construction Services, exclusive of GMP preparation, within **300 Calendar Days** of District's issuance of the Notice to Proceed.

4.2 Time to Complete Construction Services.

(a) Guaranteed Completion Date. DBE shall complete Construction Services within the Guaranteed Completion Date (as defined in the Scope of Services in **Attachment 1)**. As of the Effective Date, the Guaranteed Completion Date has not been agreed to by the Parties. If, during or after the completion of Preconstruction Services and DBE's presentation of the GMP Proposal to District, District agrees to DBE's Guaranteed Construction Completion Date in the GMP Proposal, the Parties shall amend this Contract and replace this Section 4.2 with the Guaranteed Construction Completion Date set forth as the total number of Days in which DBE shall complete Construction Services.

(b) Commencement of Construction. DBE shall not commence the Construction Services until District executes the GMP Amendment and issues a Notice to Proceed with Construction. DBE may request a Notice to Proceed with Construction prior to completion of the 100% Construction Documents, and District may issue same, provided that DBE shall not construct any portion of the Project until the design of such portion has been approved. The Guaranteed Completion Date shall run from the Notice to Proceed with Construction even if issued prior to completion of the 100% Construction Documents.

(c) Liquidated Damages. Time is of the essence. DBE agrees that it shall be liable to District for liquidated damages in an amount of **Five Thousand Dollars ($5,000)** per day for each and every calendar day beyond the Guaranteed Completion Date that completion of the Project has not been achieved at the Project Site. If not completed by the Guaranteed Completion Date, it is understood that District will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which District will sustain in the event of and by reason of DBE's failure to complete the work, and therefore DBE shall pay to District the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due DBE may be retained to cover liquidated damages.

(d) Reverse Liquidated Damages. **[***NEGOTIABLE DURING GMP***]** In compliance with the provisions of California Public Contract Code section 7102, the DBE will be compensated for damages incurred due to delays in completing the Work by the Guaranteed Completion Date due solely to the fault of the District, where such delay to the critical path is unreasonable under the circumstances and not contemplated by the parties, and such delay is not the result of Additional Work. The DBE and District agree that determining actual damages is impracticable and extremely difficult. As such, the DBE shall be entitled to the appropriate time extension and to payment of liquidated damages in an amount of _____ **Dollars ($**_____**)** per day for each and every calendar day in excess of the Guaranteed Completion Date. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The amount of reverse liquidated damages shall be reduced by DBE's concurrent delays. DBE expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this Article.

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(e) Adjustments to Guaranteed Completion Date. The Guaranteed Completion Date shall be subject to amendment only if: (a) the GMP is modified in accordance with this Contract and the modified GMP directly affects the time for completion of Project construction; (b) District directs or authorizes the suspension of construction of the Project as a whole or in part and such directive or authorization actually delays the final completion of the Project; (c) District directs or authorizes delays to construction of the Project as a whole or in part and such directive or authorization actually delays final completion of the Project; or (d) completion of construction of the Project is delayed by the acts or omissions of District or its employees, agents or representatives. Adjustments to the Guaranteed Completion Date on account of a circumstance described above shall be reflected in GMP Adjustment Amendments duly executed by District and DBE. DBE acknowledges and agrees that the adjustment of Contract Time which does not have an effect on the final completion of the Project shall not be a basis for adjustment of the Guaranteed Completion Date.

5. DBE Notices of Adjustment.

An express condition precedent to any obligation of District to consider or to adjust the GMP or the Guaranteed Completion Date is the DBE's delivery of written notice to District no more than seven (7) days following the initial occurrence of a circumstance which the DBE believes is justification for adjustment of the GMP or Guaranteed Completion Date. The failure of DBE to deliver written notice to District of the occurrence of circumstances DBE believes is justification for modification of the GMP or the Guaranteed Completion Date shall be deemed DBE's waiver of any right to modification of the GMP or the Guaranteed Completion Date for such circumstances. If DBE provides such written notice, District shall thereafter promptly consider the request and equitably adjust the GMP or the Guaranteed Completion Date, as applicable. If the source or nature of a basis for adjustment of the GMP or the Guaranteed Completion Date is on-going, DBE's delivery of written notice within the time set forth above after the Initial occurrence of such event shall be deemed sufficient notice.

6. Audit.

DBE shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of DBE transacted under this Contract. DBE shall retain these books, records, and systems of account during the term of this Contract and for five (5) years thereafter or longer if pending audit/dispute. DBE shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to DBE and shall conduct audit(s) during DBE's normal business hours, unless DBE otherwise consents. DBE shall maintain complete, accurate and auditable records of Phase 1 and Phase 2 cost, pricing, subcontract procurement, design development, estimates, risk registers, schedule, change management, invoices and payment, in original electronic form where practicable. DBE shall flow down equivalent audit access to all relevant subcontractors.

7. Insurance; indemnification; Bonds.

For all phases of the Project, DBE shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

7.1 DBE Insurance. DBE shall procure and maintain, at DBE's expense, all insurance specified in General Conditions.

7.2 Indemnity. DBE shall indemnify District as specified in General Conditions.

7.3 Bonds. Upon execution of the GMP Amendment, DBE shall provide performance and payment bonds on forms attached hereto. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8. Project Representatives.

8.1 District's Representative.

District hereby designates [***INSERT NAME***]or his or her designee, as the person to act as its representative for the performance of this Contract ("District's Representative"). The District's Representative shall be authorized to act as liaison between District and DBE in the administration of this Contract and all work on the Project. The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract, including for the purpose of approving the design. District may designate new and/or different individuals to act as District's Representative from time to time upon written notice to the DBE.

8.2 DBE's Representative.

DBE hereby designates [***INSERT NAME***], or his or her designee, to act as its representative for the performance of this Contract ("DBE's Representative"). DBE's Representative shall have full authority to represent and act on behalf of the DBE for all purposes under this Contract. DBE's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the work pursuant to this Contract.

9. DBE's Contractor's License and Registration.

DBE shall have only appropriately licensed contractors performing work on the Project as required by the Business and Professions Code. The DBE (**License No. CA# [INSERT LICENSE NO])** shall act as the licensed contractor for the Project. DBE shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the DBE shall be fully responsible to the District for any damages and/or delays to the Project as specified in the Contract. The licensed contractor shall be registered with the Department of Industrial Relations to perform public work (**DIR Registration No. [INSERT DIR NO]**).

10. DBE's Design Professional.

DBE shall name a specific person to act as the Design Professional as described in the General Conditions, subject to the approval of the District. DBE hereby designates **[***INSERT DESIGN FIRM NAME***] (License No.: CA# [INSERT LICENSE NO])** to act as the Design Professional for the Project. DBE's Design Professional shall perform all services required under

SAMPLE

the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and DBE shall be fully responsible to the District for any damages and/or delays to the Project as specified in the indemnification provisions of the Contract. Any change in the Design Professional shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Design Professional shall be of at least equal competence as the prior Design Professional. In the event that District and DBE cannot agree as to the substitution of a new Design Professional, the District shall be entitled to terminate this Contract as described in the General Conditions.

11. Self-Performance of Work.

Notwithstanding any other provision in this Contract, DBE may self-perform construcxtion Work, with its own organization. Proposed self-performance remains subject to the District's prior written approval, open-book price substantiation, competitive market validation, applicable statutory procurement requirements, and the other requirements of ths Contract Documents.

12. Notices.

Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the Party giving such notice has been notified, in writing, of a change of address:

AGENCY:	**DBE:**
WEST VALLEY WATER DISTRICT	**[***INSERT DBE NAME***]**
855 W. Baseline Road	
Rialto, CA 92377	
Attn: John Thiel, General Manager	

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

13. Authority of Signatories.

The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

[SIGNATURES ON NEXT PAGE]

SAMPLE

SIGNATURE PAGE TO PROGRESSIVE DESIGN BUILD CONTRACT BETWEEN THE WEST VALLEY WATER DISTRICT AND [INSERT DBE NAME]

IN WITNESS WHEREOF, the Parties hereby execute this Progressive Design-Build Contract as of the Effective Date.

WEST VALLEY WATER DISTRICT

By: _____
John Thiel, PE
General Manager

[INSERT DBE NAME]

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]
By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number

_____
DIR Registration Number

SAMPLE

ATTACHMENT 1
SCOPE OF SERVICES

1. Project Description.

The Project is included in the District's 2025 Facilities Master Plan for the headquarters campus. The Design-Build Entity shall validate the Project scope against the District's operational needs, Owner's Criteria, budget, schedule, existing site conditions, and future growth requirements before advancing design.

The design approach shall address sustainability, urban engagement, energy efficiency, daylighting, sun-shading, public-facing water conservation features, staff amenities such as walking paths, and adaptable workplace environments that support collaboration and future changes in staffing and technology, to the extent incorporated into the District's approved program and Owner's Criteria.

2. Design Requirements.

The project shall be designed and managed in accordance with the following requirements:

2.1 Project Design Criteria Report

The District's Project Design Criteria Report (PDCR), prepared by the District's Owner Advisor, establishes the District's programmatic, functional, operational, and performance requirements for the Project. The PDCR is intended to communicate the District's objectives and establish the basis for design development, while providing the DBE with flexibility to develop innovative, efficient, and cost-effective design and construction solutions.

The PDCR may include preliminary design concepts, building configurations, site layouts, building systems, materials, and other conceptual information intended to illustrate potential approaches to satisfying the District's requirements. Unless expressly identified as mandatory requirements, such concepts and approaches shall not be construed as prescriptive design solutions or limitations on the DBE's ability to propose alternatives.

2.2 Design Innovation and Optimization

The DBE is encouraged to evaluate and propose alternative design concepts, building configurations, structural and building systems, materials, construction methods, and other solutions that improve functionality, operational efficiency, constructability, sustainability, schedule, or overall Project value. Such alternatives may include opportunities to reduce initial construction costs, long-term operating and maintenance costs, or lifecycle costs while meeting or exceeding the District's established programmatic and performance requirements.

The DBE shall actively engage the District in evaluating design alternatives and value management opportunities throughout Phase 1. Alternatives shall be supported by appropriate technical, cost, schedule, operational, maintenance, and lifecycle evaluations to facilitate informed District decisions.

2.3 Validation of Project Requirements

During Phase 1, the DBE shall review and validate the PDCR, including the space program, functional relationships, operational requirements, site conditions, utility infrastructure, applicable regulatory requirements, and established performance criteria. The DBE shall identify discrepancies, omissions, conflicts, and opportunities to improve or optimize the Project and provide recommendations for District consideration.

The validation process shall not be limited to confirming the preliminary concepts illustrated in the PDCR but shall include consideration of alternative approaches that may better achieve the District's Project objectives.

2.4 Design Responsibility

The PDCR establishes the District's Project objectives and requirements but does not prescribe all design solutions or relieve the DBE of responsibility for professional design services, technical coordination, code compliance, constructability, or completeness of the final design. The DBE shall remain responsible for developing and coordinating the design through appropriately licensed design professionals. District review or approval of design concepts, alternatives, or milestone submissions shall not relieve the DBE of its contractual design responsibilities.

3. Project Schedule.

Phase 1 Preconstruction & Design – 300 Calendar Days

Phase 2 Construction – 500 Calendar Days

Owner Occupancy by Spring 2030

4. Pre-Construction Phase.

DBE shall complete the following tasks for the Pre-Construction Phase of the Project.

4.1 Task 1 – Project Commencement and Management

- Establish project governance, decision-making, communication, document-control, and reporting protocols for the integrated District/Design-Build Entity.

- Prepare a Building Information Modeling (BIM) plan describing the technical approach and implementation procedures to support interdisciplinary coordination throughout design and construction.

- Use a common electronic project-information platform for controlled, secure, and traceable exchange of Project information.

- Conduct an Owner’s Criteria review and prepare a scope-validation analysis addressing the proposed program, budget, schedule, major risks, and information required to advance the design.

- Validate the District’s Project budget at the outset of Phase 1 against the Owner’s Criteria, PDCR, program, site requirements, schedule, market conditions, escalation assumptions, contingencies, and other known Project requirements. Document any identified gap between the available budget and the validated Project requirements and recommend

specific actions to achieve alignment before material advancement of design.

4.2 Task 2 – Field Investigation and Design Initiation

- Perform field investigations sufficient to validate existing conditions and support design, including utility research, geotechnical investigation, and topographic/design survey as applicable to the final Project scope.

- Develop a Phase 1 investigation plan identifying information required to reduce uncertainty before GMP development. The District may authorize targeted potholing, utility locating, selective demolition, exploratory work, testing, or other investigation through a separately authorized task order or other written authorization during Phase 1. The Design-Build Entity shall use the resulting information to update the design, risk register, cost model, schedule, and GMP assumptions and to minimize avoidable unforeseen-condition risk.

- Prepare a Preliminary Design Report (PDR) documenting existing conditions, operational needs, scope-validation findings, major design criteria, risks, recommended project elements, and a preliminary design concept.

- Following District review of the PDR, advance detailed design and coordinate architectural, structural, civil, mechanical, electrical, plumbing, fire/life-safety, technology, landscape, and other disciplines per following tasks.

4.3 Task 3 – Government Approvals and Permitting Strategy

- Identify all planning, building, engineering, fire/life-safety, stormwater, utility, and other regulatory approvals required for the Project and incorporate the approval process into the Project schedule.

- Prepare and coordinate design documents, calculations, applications, responses, and early agency meetings required to obtain applicable permits and approvals, consistent with the allocation of responsibilities in the Contract Documents.

4.4 Task 4 – Project Controls, Scheduling and Meetings

- Prepare and maintain an integrated Project schedule covering Phase 1 and Phase 2 and identifying design milestones, District review periods, permitting and regulatory activities, procurement and long-lead activities, trade packaging, construction sequencing, commissioning, and Project completion.

- Conduct a Project kickoff and regular progress meetings with the District, supplemented by focused workshops as needed for design, cost, schedule, permitting, procurement, and risk decisions.

- Prepare agendas and meeting minutes and maintain decision, action-item, risk, cost, schedule, and procurement tracking sufficient to support timely District decisions.

4.5 Task 5 – Progressive Cost Development and Value Management

- Provide progressive cost estimates throughout Phase 1, advancing from early Class 5/Class IV estimates toward Class I estimates as design develops, and maintain a clear

record of changes in scope, quantities, pricing, escalation, contingency, and assumptions.

- At a minimum, provide a Class IV estimate upon initiation of the project, a Class III estimate at the 30% design milestone, and a Class II estimate at each of the subsequent milestones, consistent with the level of design information available at each stage.

- Conduct value-design workshops and iterative scope/cost alignment with the District so that design decisions, performance requirements, budget, schedule, and risk are evaluated together rather than deferred until GMP development.

- Identify material availability, market conditions, long-lead items, escalation, and other cost or procurement conditions that may affect Project budget or schedule.

- Implement a target value design / design-to-budget methodology throughout Phase 1. Establish target values for major building systems, site work, and other material cost elements; provide cost feedback concurrent with design decisions; and actively manage the design to remain within the District-approved budget rather than relying on periodic estimating followed by corrective value engineering alone.

- Maintain a continuous cost model showing the current forecast, prior estimate, variance by major cost element, scope/design changes, quantity changes, market movement, escalation, contingencies, allowances, alternates, and unresolved risks. Reconcile the Design-Build Entity's estimates with the District's independent estimate as necessary.

- Immediately identify material forecast overruns or emerging budget risks and present viable scope, design, procurement, phasing, or other options, with associated cost and schedule effects, for District consideration.

4.6 Task 6 – Design Development, Constructability and Quality

- Develop coordinated design documents through defined progress milestones, including preliminary design, 30 percent, 60 percent, 90 percent, and 100 percent deliverables, with drawings, technical specifications, updated cost information, and other supporting documents appropriate to each milestone.

- Conduct a District workshop following major design submittals, document District comments, and incorporate accepted comments and value decisions into subsequent design packages.

- Perform ongoing constructability, operability, interdisciplinary coordination, quality assurance/quality control, and value-engineering reviews throughout design development.

- Maintain continuity of design responsibility through construction so that design questions, submittals, field conditions, and required clarifications are addressed promptly by the appropriate design disciplines.

4.7 Task 7 – Preliminary Design

- The DBE shall develop the District-approved Project Design Criteria Report (PDCR) into preliminary design documents establishing the overall building configuration, space planning, site improvements, utility infrastructure, major building systems, and

architectural character of the Project.

- Drawings shall include preliminary site plans, floor plans, roof plans, elevations, building sections, conceptual structural systems, major mechanical and electrical equipment locations, utility connections, grading and drainage concepts, and other principal design elements. Drawings shall identify major dimensions, building areas, functional relationships, circulation, access, and anticipated system requirements.

- Preliminary outline specifications shall describe the proposed structural, architectural, mechanical, electrical, plumbing, fire protection, and other major building systems, including principal materials, equipment, performance criteria, and quality standards.

- The DBE shall submit an updated elemental construction cost estimate, preliminary design and construction schedule, design decision log, and written reconciliation of the preliminary design against the approved PDR. The reconciliation shall identify changes in program, building area, scope, materials, systems, construction cost, and schedule, together with outstanding design decisions and potential value management opportunities.

- The DBE shall establish a preliminary multidisciplinary BIM model incorporating the building massing, space program, primary architectural elements, structural systems, major building equipment, principal distribution systems, and significant site and utility improvements. The DBE shall prepare a BIM Execution Plan identifying the modeling software, discipline responsibilities, model coordination procedures, anticipated levels of development, model exchange protocols, and intended uses of BIM for design coordination, quantity verification, cost estimating, constructability review, and construction planning. The model shall be used to evaluate building configuration, spatial relationships, major system requirements, and design alternatives.

4.8 Task 8 – 30% Design

- The DBE shall advance the preliminary design into approximately 30% complete design documents establishing the principal dimensions, arrangements, design criteria, materials, and systems for the Project.

- Drawings shall include dimensioned architectural floor plans, roof plans, principal elevations and building sections; preliminary foundation and structural framing plans; site grading, drainage, paving, and utility plans; preliminary mechanical, electrical, plumbing, fire protection, telecommunications, security, and specialty system layouts; and preliminary landscape and irrigation plans. Major equipment locations, distribution routes, service requirements, and system capacities shall be identified. Drawings shall be sufficiently developed to establish the general construction scope, identify major interdisciplinary interfaces, and support quantity-based estimating. The DBE shall advance the multidisciplinary BIM model to incorporate developed architectural assemblies, structural framing and foundations, major equipment, mechanical and electrical distribution systems, plumbing, fire protection, utility infrastructure, and other applicable systems.

- Outline specifications shall be organized by applicable construction divisions and identify proposed materials, major equipment, system performance requirements, applicable standards, and principal quality requirements. Significant material and system selections

shall be established, with unresolved alternatives identified.

- The DBE shall submit an updated construction cost estimate based on identifiable systems, quantities, and documented pricing assumptions; an updated project schedule addressing design, permitting, procurement, construction, and critical-path activities; an updated design decision log; and a written reconciliation of changes from the Preliminary Design submission. The reconciliation shall identify changes in scope, quantities, systems, materials, cost, schedule, and outstanding risks.

4.9 Task 9 – 60% Design

- The DBE shall advance the design into approximately 60% complete construction documents establishing the developed configuration, dimensions, materials, equipment, and technical requirements of the Project.

- Drawings shall include substantially developed architectural plans, elevations, sections, reflected ceiling plans, wall sections, room layouts, door and window schedules, and typical details; structural foundation and framing plans, member sizes, and typical connections; civil grading, drainage, stormwater, utility, paving, and site improvement plans, including applicable profiles and sections; and developed mechanical, electrical, plumbing, fire protection, telecommunications, security, building automation, and specialty system layouts. Major equipment shall be selected or defined by performance requirements, and principal distribution systems shall be sized and coordinated. Drawings shall include sufficient details, schedules, calculations, and dimensional information to support interdisciplinary coordination and detailed trade-based estimating. The DBE shall advance the multidisciplinary BIM model to incorporate developed architectural assemblies, structural framing and foundations, major equipment, mechanical and electrical distribution systems, plumbing, fire protection, utility infrastructure, and other applicable systems.

- Technical specifications shall be substantially developed by applicable construction division and identify proposed products, materials, equipment, performance requirements, applicable standards, quality assurance requirements, and principal installation and testing requirements. Major selections shall be identified, with remaining alternatives and incomplete requirements specifically documented.

- The DBE shall submit an updated detailed construction cost estimate organized by major construction systems and trade packages, supported by developed quantities and pricing assumptions; an updated critical-path project schedule; an updated design decision log; and a written reconciliation of changes from the 30% Design submission. The reconciliation shall identify quantity growth, design development, material and equipment changes, cost variances, schedule impacts, and the disposition of previously identified risks and District comments.

4.10 Task 10 – 90% Design

- The DBE shall prepare approximately 90% complete construction documents suitable for comprehensive District review, final interdisciplinary coordination, detailed pricing, and regulatory plan check.

- Drawings shall include substantially complete architectural, structural, civil, landscape,

mechanical, electrical, plumbing, fire protection, telecommunications, security, and other applicable discipline plans, elevations, sections, schedules, diagrams, calculations, and construction details. Drawings shall define the intended construction requirements, including dimensions, materials, equipment, installation locations, system routing, clearances, connections, interfaces, and construction assemblies. Major interdisciplinary conflicts and material scope gaps shall be resolved. Remaining incomplete details or selections shall be specifically identified and shall not materially impair the ability to establish construction scope and pricing. The DBE shall advance the multidisciplinary BIM model to incorporate developed architectural assemblies, structural framing and foundations, major equipment, mechanical and electrical distribution systems, plumbing, fire protection, utility infrastructure, and other applicable systems.

- Technical specifications shall be substantially complete, coordinated with the drawings, and organized by applicable construction divisions. Specifications shall identify materials, products, equipment, installation requirements, testing and inspection procedures, quality assurance provisions, warranties, and performance criteria. Outstanding selections or technical requirements shall be documented with their anticipated cost and schedule impacts.

- The DBE shall submit an updated detailed construction cost estimate supported by quantities, current market pricing, available trade contractor proposals, and separately identified GMP components, including allowances and DBE Contingency; an updated critical-path project schedule; an updated design decision log; and a written reconciliation of changes from the 60% Design submission. The reconciliation shall identify cost variances, scope development, procurement assumptions, schedule changes, and the disposition of previously identified design risks. The submission shall include the DBE's interdisciplinary quality control and constructability review and a consolidated response to District comments.

4.11 Task 10a – Plan Check and Building Permit Approvals

- The DBE shall manage and coordinate the regulatory plan check and building permit approval process with the City of Rialto and all other applicable authorities having jurisdiction. The DBE shall confirm applicable codes, permitting requirements, review procedures, required supporting studies, and anticipated approval durations; prepare and submit complete permit applications, construction drawings, specifications, engineering calculations, and supporting documentation; and coordinate all required agency reviews.

- The DBE shall attend plan check meetings, respond to agency comments, prepare and coordinate required drawing and specification revisions, and resubmit documents as necessary to obtain applicable building, grading, utility, fire department, and other required construction permits and approvals. The DBE shall coordinate regulatory corrections across all affected design disciplines and incorporate approved revisions into the final construction documents.

- The DBE shall maintain and update a permit approval matrix and plan check comment log identifying required permits, responsible agencies, submission dates, review status, outstanding comments, required corrective actions, and anticipated approval dates. The DBE shall identify and report changes in construction scope, cost, or schedule resulting from regulatory requirements and shall incorporate approved changes into the

construction cost estimate, project schedule, design decision log, and reconciliation of changes from the preceding design submission.

- The DBE shall provide the District with copies of agency correspondence, plan check comments and responses, approved drawings, permit conditions, and issued permits. The DBE shall coordinate permit conditions with the GMP, construction schedule, and proposed construction sequencing.

- Where beneficial, the DBE may propose phased permitting or early work permit packages for District consideration. Such packages shall require the applicable regulatory approvals and separate District authorization before commencement of construction.

4.12 Task 11 – 100% Design

- The DBE shall prepare complete, fully coordinated construction documents incorporating District-approved comments, applicable plan check corrections, and all approved design changes.

- Drawings shall include all architectural, structural, civil, landscape, mechanical, electrical, plumbing, fire protection, telecommunications, security, and other applicable discipline plans, elevations, sections, schedules, diagrams, calculations, and construction details necessary to fully define the construction requirements. Drawings shall be complete with respect to dimensions, materials, equipment, systems, interfaces, installation requirements, and construction details, and shall be signed and sealed by the responsible California-licensed design professionals as required by law.

- Technical specifications shall be complete, coordinated with the final drawings, and organized by applicable construction divisions. Specifications shall identify all required materials, products, equipment, performance criteria, workmanship, installation procedures, testing, inspections, quality assurance requirements, and warranties. Material selections, technical requirements, and drawing references shall be fully coordinated without unresolved conflicts or incomplete provisions affecting construction.

- The DBE shall submit a final construction cost estimate and reconciliation against the approved GMP, identifying changes from the 90% Design submission and any adjustments requiring District authorization; an updated project schedule incorporating final design, permitting, procurement, construction, commissioning, and completion requirements; a completed design decision log; and a written reconciliation of changes from the 90% submission, including changes arising from District review, regulatory plan check, design coordination, and constructability reviews.

- The DBE shall provide final quality control documentation, a consolidated record of resolved review comments, and the complete final construction documents. Permit-approved and issued-for-construction documents shall be provided upon receipt of the applicable regulatory approvals and District authorization.

4.13 Task 12 – Contracting and Trade Procurement Plan

(a) Contracting and Procurement Plan. DBE shall develop and implement a contracting and procurement plan identifying anticipated trade packages, proposed timing of trade engagement, long-lead material and equipment procurement, self-performed construction

Work, and procedures for obtaining competitive Subcontractor, vendor, supplier, and manufacturer pricing. The plan shall identify opportunities for early trade engagement and procurement that support the Project Schedule, construction budget, and GMP development.

(b) Open Book Procurement. DBE shall conduct trade contractor, vendor, and supplier procurement on an open-book basis and provide District and its Representative reasonable access to bid invitations, bidder lists, bid coverage, proposals, bid tabulations and leveling analyses, clarifications, exclusions, negotiations, scope sheets, recommendations for award, and executed subcontracts and purchase orders supporting the GMP. Procurement documentation shall be sufficient to demonstrate market competition, the basis for selection, and the reasonableness of proposed Construction Costs.

(c) Early Design-Assist and Trade Design-Build Procurement. During Phase 1, DBE may prepare an Early Trade Procurement Plan for District review identifying candidate trades, proposed design-assist or delegated design-build scope, procurement route, preconstruction fee, required design deliverables, independent scope-based Trade Target Price, pricing milestones, and schedule. Priority may be given to mechanical, electrical, plumbing, fire protection, controls, communications, envelope and other systems that materially benefit from early engagement. District approval of the plan shall not authorize a construction subcontract.

DBE shall identify separately (1) construction subcontractors named in its original statement of qualifications and (2) trades proposed for selection following award. For each early trade, DBE shall submit a scope-and-budget baseline identifying inclusions, exclusions, design assumptions, unit-price and escalation assumptions, design maturity, target construction subcontract amount, proposed Phase 1 compensation, pricing review dates, and the means of validating cost. DBE shall obtain written commitments for the early trade to develop cost-saving options and continually reconcile its cost forecast to the approved Trade Target Price.

At each scheduled design cost checkpoint, DBE shall compare the trade forecast to its scope-adjusted target and submit a variance report and corrective action plan for any projected overrun. When the trade cannot restore its forecast or final proposed price to the approved target, the District may invoke the Early Trade Contractor pricing off-ramp in Attachment 2. DBE shall recommend competitive re-procurement sufficiently early to protect the overall GMP and schedule.

The GMP Proposal shall include an Early Trade Commitment Register for each package: name and license, selection/listing status, design responsibility, Phase 1 payments, approved target, latest reconciled estimate, scope adjustments, final proposed construction subcontract amount, differences from target. All prior Phase 1 payments must be credited or otherwise excluded from Phase 2 pricing to avoid duplicate recovery. Each trade construction award remains conditional upon District authorization and compliance with the Agreement and applicable law.

(d) Self-Performing Construction Work. If DBE intends to self-perform any portion of the construction Work, DBE shall obtain District's prior written approval and demonstrate that the proposed pricing is competitive and reasonable. DBE shall submit its proposed self-performed pricing to District at least forty-eight (48) hours before DBE's receipt of competing Subcontractor bids and shall obtain at least two (2) bona fide competing Subcontractor bids, excluding DBE's own proposal, unless District authorizes an alternative procedure in writing.

Self-performed Work shall remain subject to applicable statutory procurement requirements and the limitations established in the Contract Documents.

(e) Subcontractor Bid Packages. DBE shall prepare separate, clearly defined Subcontractor bid packages encompassing the construction Work included in the applicable Plans and Specifications. Bid packages shall identify the scope of Work, applicable technical requirements, schedule constraints, interfaces with other trades, and bidding instructions. DBE shall organize the packages to promote meaningful competition, minimize scope gaps and overlaps, and support transparent evaluation of pricing.

(f) Public Notice and Competitive Procurement. DBE shall solicit Subcontractors in accordance with applicable statutory requirements and the District-approved procurement plan, including applicable public notice, prequalification, competitive selection, and best-value procedures. At least fourteen (14) Days before issuance of applicable Subcontractor bid solicitations, DBE shall provide District with the proposed public notice and procurement documentation for review. District may request reasonable revisions necessary to comply with the Contract Documents and applicable law. For a Project with a design-build contract value of $10,000,000 or more, following award of the Design-Build Contract the Design-Build Entity shall publicly advertise the availability of each construction subcontract with a value exceeding one-half of one percent (0.5%) of the contract price allocable to construction work. Public notice shall comply with the publication requirements applicable to the District's competitive bidding process and shall specify a fixed date and time by which statements of qualifications, bids, or proposals are due. For each such package, the Design-Build Entity shall establish reasonable qualification criteria and standards and award the construction subcontract on a documented best-value basis using stated objective criteria; prequalification or shortlisting may be used. The District shall receive the applicable notices, solicitation documents, evaluation records, and recommended awards for review in accordance with the Contract.

(g) Bid Coverage. DBE shall seek at least three (3) bona fide competitive bids for trade packages exceeding three percent (3%) of the total construction Work, where reasonably available and consistent with applicable statutory requirements. Upon DBE's written request, District may approve a different minimum bid coverage requirement based on market conditions, specialty scope, procurement timing, or other documented circumstances. The absence of the stated number of bids shall not relieve DBE of its obligation to comply with applicable law or demonstrate competitive and reasonable pricing. This bid-coverage target is an additional contractual requirement and does not change the separate statutory public advertisement, qualification, or best-value award requirements applicable to construction subcontracts under Public Contract Code Section 22185.6(b).

(h) Bid Opening and Evaluation. DBE shall invite District to observe applicable bid openings and shall provide District access to all received Subcontractor proposals and associated bid documentation within forty-eight (48) hours following the applicable bid opening. DBE shall prepare bid tabulations and leveling analyses identifying differences in scope, qualifications, exclusions, allowances, schedule commitments, and pricing. Subcontractor selection shall be conducted in accordance with applicable law, the approved procurement plan, and the Contract Documents. DBE shall award on a best-value basis using the announced objective selection criteria; the lowest-priced responsible and responsive proposal may be selected when it constitutes best value under those criteria.

(i) Missing Scopes of Work in Subcontractor Bids ("Bid Levelling"). When DBE has received all Subcontractor bids, DBE shall identify all scope(s) of construction Work for which DBE did not receive a bid and provide a written justification as to why the scope(s) of construction Work was either not included in a Subcontractor bid or was not bid on ("Unbid Work"). The District expects very little if any Unbid Work, far less than 1% of the GMP. After District reviews the DBE's justification, the Parties shall meet and confer and District shall reasonably determine, in its sole discretion, whether to:

(i) Direct the DBE to rebid the Unbid Work; or

(ii) If DBE requests, allow the DBE to self-perform the Unbid Work. If DBE self-performs the Unbid Work, DBE shall provide substantiation for the pricing for the Unbid Work that DBE intends to self-perform. The Parties shall negotiate in good faith to determine a reasonable price for the Unbid Work that DBE intends to self-perform. District reserves the right to seek its own pricing of that Work to verify the value of DBE's proposed pricing.

(j) Finalizing GMP. After DBE completes this Subcontractor Procurement Process and the District approves the Subcontractor bids and self-performed construction Work, if any, DBE shall prepare a GMP Proposal that includes the proposed GMP consistent with the requirements of the Contract Documents.

(k) Early Work and Early GMP Packages. DBE shall identify and recommend opportunities for separately authorized Early Work or Early GMP packages where advancing work before establishment of the overall GMP would materially reduce schedule or cost risk. Such packages may include demolition, grading, utility relocation, site preparation, enabling work, and early procurement of long-lead equipment or materials. Each proposed package shall identify its scope, pricing, procurement documentation, schedule, risks, and relationship to the overall Project budget and anticipated GMP. No Early Work package shall proceed without District's prior written authorization. Authorization of an Early Work package shall not constitute acceptance of the overall GMP or obligate District to proceed with the remaining construction Work.

(l) Open-Book Records and Audit Rights. Throughout Phase 1 and Phase 2, DBE shall maintain complete, accurate, and traceable books, records, accounts, electronic data, and supporting documentation sufficient to substantiate all amounts proposed, included in the GMP, committed, invoiced, or paid as Construction Cost, including trade procurement, self-performed Construction Services, DBE's General Conditions, DBE Contingency, District-approved allowances, Changes, and Buyout Savings. District, its auditors, accountants, and other authorized representatives shall, upon reasonable notice, have the right to inspect, audit, reproduce, and obtain electronic copies of Project cost and procurement records. Records subject to review shall include original estimates and estimating worksheets, quantity takeoffs, cost ledgers, labor and equipment records, Subcontractor and supplier solicitations, successful and unsuccessful proposals, bid tabulations and leveling analyses, scope sheets, subcontracts and purchase orders, invoices and payment records, change-order and back-charge files, contingency and allowance logs, trade-buyout records, and records supporting bonds, insurance, and other reimbursable Project costs. DBE shall include provisions in its subcontracts, purchase orders, and other Project agreements sufficient to provide District equivalent access to records of Subcontractors, trade contractors, suppliers, and consultants to the extent necessary to verify costs charged or proposed to be charged to the Project. DBE's failure to obtain such access shall not limit its obligation to substantiate a cost or District's right

to disallow unsupported costs. Records subject to audit shall be retained for not less than three (3) years following Final Payment, or longer if required by applicable law or while any claim, audit, dispute, or litigation concerning the Project remains unresolved. Any unsupported or unallowable cost or overpayment identified through review or audit shall be reimbursed to District or credited against amounts otherwise due. If an audit identifies aggregate overcharges or unsupported costs exceeding one-half of one percent (0.5%) of the amounts audited, DBE shall reimburse District for the reasonable actual cost of the audit.

4.14 Task 13 – Construction Phase Proposal.

(a) After DBE completes the Subcontractor Procurement Process and/or at a time mutually agreed to by the Parties in a writing signed by both Parties, DBE shall submit a proposal to the District (the "GMP Proposal") for construction of the Project as part of the Construction Phase for a Guaranteed Maximum Price. DBE shall utilize an "open book" approach to develop the Phase 2 Price Proposal, providing the District with full access to all the details that make up the final GMP Proposal. The GMP for the Construction Services shall be developed consistent with all requirements of the Contract Documents, including, without limitation, the components of the GMP set forth in the Contract.

(b) DBE shall include with the GMP Proposal a written statement of its basis for the GMP, which shall include the following:

(i) A list of the Design Materials, including, among other things, the Drawings and Specifications used as the basis for the GMP;

(ii) The proposed GMP, including a detailed estimate and Schedule of Values organized by trade categories and identifying applicable allowances, DBE Contingency, General Conditions, fees, bonds & insurance, and other GMP components; that shall, once agreed upon, become the Schedule of Values for the Project;

(iii) A list of all first-tier Subcontractors performing work that is equal to or greater than one-half of one-percent of the GMP;

(iv) All documents necessary to substantiate DBE's compliance with the Subcontractor Procurement Process;

(v) The guaranteed final completion date of the Project ("Guaranteed Completion Date" or "GCD"); and

(vi) Reconciliation of the proposed GMP with the preceding construction cost estimate, District-approved construction budget, previously authorized Early Work packages, and applicable procurement commitments; and

(vii) The GMP basis-of-price shall separately disclose design-assist/preconstruction compensation already paid, remaining delegated design fees, cost of each early trade construction package, trade-specific allowances, bonds, insurance, overhead and profit, and any exclusions. DBE shall identify each percentage markup base and demonstrate that markup is not compounded on another markup. Trade Target Prices, forecasts and construction subcontract amounts shall be provided side by side; unresolved excesses above target shall not be treated as District-authorized changes or shifted to contingency without the District's express written approval.

(viii) Any other information required by the District.

(c) Review of the GMP Proposal.

(i) Upon receipt of DBE's Proposal, District may enter into negotiations with DBE on the GMP to achieve a GMP mutually acceptable to the Parties. The determination of the GMP shall be by written amendment duly executed by the Parties ("GMP Amendment"). Unless otherwise expressly stated by the Parties in writing, the GMP Amendment shall not modify any portion of this Contract except establishing or confirming the GMP and GMP for the Construction Phase.

(ii) If the Parties are unable to reach an agreement on DBE's Proposal, the District and DBE shall meet and confer as to how the Project shall proceed, with the District, in addition to any other options allowed by the Contract Documents, having the following options: 1) allow the DBE to complete the Construction Document Phase, if not yet completed, and once completed, the District may terminate the Contract for convenience District shall pay DBE only for the compensation agreed to for the Construction Document Phase. 2) District declines Phase 2 and terminates without requiring completion of design documents, subject to payment for authorized services and work product transfer. All deliverables including but not limited to documents, engineering, budget costs, preliminary design, schedule and data shall become the exclusive property of the District.

(iii) The Parties acknowledge that District's ability to successfully complete the Project may be significantly impacted if District elects to terminate DBE's services at the end of the Construction Document Phase, rather than proceeding to the Construction Phase, and certain design subconsultants are not available to continue working on the Project. Consequently, DBE hereby agrees that if District terminates DBE for any reason, District shall have the right to contract directly with such design subconsultants for design-related services on this Project, and DBE shall take such steps as are reasonably necessary to enable District to implement such relationship. DBE shall provide in any design subconsultant agreements that District shall have the right to negotiate directly with such design subconsultants for the continuation of their services with respect to the Project, and that any provisions with respect to copyright or the ownership of instruments of service confirm such right of District. The Design-Build Entity shall provide such work product in reasonably usable native and electronic formats and provide reasonable transition cooperation as required by the Contract.

5. Construction Phase - Final Design and Construction Services

1. General Construction Requirements

Upon execution of the Guaranteed Maximum Price Amendment (GMP Amendment) and issuance of the applicable written Notice to Proceed (NTP), the Design-Build Entity (DBE) shall furnish all management, supervision, labor, materials, equipment, professional services, temporary facilities, construction means and methods, and other resources necessary to complete the Project in accordance with the Contract Documents.

Phase 2 shall include completion of remaining design services, regulatory approvals, procurement, construction, construction administration, quality management, testing, commissioning, training, occupancy support, and Project closeout. The DBE shall be responsible for the performance and coordination of its design professionals, Subcontractors, suppliers, and other entities engaged in performing the Work.

The DBE shall coordinate all activities with the District and its Representative to minimize disruption to District operations and maintain safe and orderly construction activities. District review, inspection, observation, or approval shall not relieve the DBE of its contractual responsibilities.

2. Construction Mobilization and Management Plan

The DBE shall prepare and implement a Construction Management Plan prior to commencement of construction activities. The plan shall address:

(a) Project organization, staffing, responsibilities, and lines of communication;

(b) Site access, construction staging, laydown areas, temporary facilities, fencing, security, and traffic circulation;

(c) Construction sequencing, work hours, deliveries, crane operations, and material handling;

(d) Coordination with District personnel, adjacent properties, utility providers, and authorities having jurisdiction;

(e) Construction safety, emergency response, environmental protection, stormwater pollution prevention, and applicable regulatory requirements;

(f) Procedures for managing submittals, requests for information (RFIs), design clarifications, changes, inspections, testing, and quality control; and

(g) Procedures for maintaining construction records, reporting progress, and coordinating the Work.

The DBE shall provide qualified on-site management and supervisory personnel sufficient to manage the Work throughout construction.

3. Construction Scheduling and Progress Management

The DBE shall develop and maintain a detailed, resource-informed Critical Path Method (CPM) construction schedule consistent with the approved GMP Amendment and contractual completion requirements.

The schedule shall identify all significant construction activities, procurement commitments, long-lead equipment, regulatory inspections, utility connections, system testing, commissioning, District training, occupancy activities, Substantial Completion, and Final Completion.

The DBE shall update the schedule at least monthly, reflecting actual progress, remaining durations, revised logic, and changes affecting the critical path. Each update shall include a written narrative identifying:

(a) Work completed during the reporting period;

(b) Activities planned for the following reporting period;

(c) Critical and near-critical activities;

(d) Schedule variances and their causes;

(e) Outstanding decisions, approvals, or procurement issues affecting progress; and

(f) Proposed corrective actions and recovery measures.

The DBE shall prepare short-interval look-ahead schedules for coordination of upcoming construction activities and shall promptly notify the District of circumstances that may affect contractual completion dates.

4. Construction Cost Management and GMP Administration

The DBE shall administer the construction Work within the approved Guaranteed Maximum Price (GMP) and maintain complete, accurate, and current cost records in accordance with the Contract Documents. The DBE shall employ an open-book cost management process providing the District and its Representative visibility into construction commitments, expenditures, projected costs, contingency usage, allowances, trade buyout results, and the anticipated final cost of the Project.

(a) GMP Cost Reporting. The DBE shall maintain the approved Schedule of Values and provide monthly cost reports identifying the GMP, subcontract commitments, purchase orders, actual expenditures, pending changes, remaining commitments, forecast cost to complete, and projected final construction cost. Reports shall separately identify DBE Contingency, District-approved allowances, and Trade Buyout Savings.

(b) Trade Buyout Savings. Following competitive procurement and award of each trade package, the DBE shall reconcile the awarded subcontract or purchase order amount against the corresponding amount included in the approved GMP. Any favorable difference between the GMP allocation and the actual committed cost, after adjustment for documented scope differences and approved procurement requirements, shall be identified as Trade Buyout Savings.

The DBE shall maintain a Trade Buyout Savings Log identifying the original GMP allocation, awarded amount, scope adjustments, and resulting savings for each trade package. The DBE shall submit the reconciliation and supporting bid documentation to the District and its Representative for review.

Trade Buyout Savings shall accrue to the benefit of the District and shall not automatically increase the DBE Contingency, replenish allowances, or be reallocated to other GMP cost categories. Any proposed use or reallocation of Trade Buyout Savings shall require prior written District approval and shall be documented in accordance with the Contract Documents.

(c) Allowance Administration. The DBE shall maintain a separate Allowance Log identifying each District-approved allowance included in the GMP, its intended scope, original authorized amount, approved expenditures, pending commitments, and remaining balance.

Before committing or expending an allowance, the DBE shall submit a written Allowance Authorization Request identifying:

(i) The specific allowance and proposed scope of Work;

(ii) The reason for the expenditure and its consistency with the approved allowance purpose;

(iii) Supporting estimates, quotations, competitive pricing, or other substantiation of cost;

(iv) The proposed amount to be charged against the allowance;

(v) The remaining allowance balance following the proposed expenditure.

No allowance expenditure shall be made without prior written District approval in the form of a zero cost Change Order. Allowances shall be used only for their approved purposes and shall not be transferred between allowance categories or used to fund other Work without District authorization.

The DBE shall be responsible, at its sole cost and without adjustment to the GMP, for all costs exceeding the amount allocated to each allowance in the approved GMP. Such excess costs shall not be charged against another allowance, DBE Contingency, or Trade Buyout Savings without the District's prior written authorization. District approval of an allowance expenditure shall not constitute approval of an increase to the allowance or GMP.

Unused allowance balances shall accrue to the benefit of the District and shall not automatically become available for DBE Contingency or other GMP expenditures.

(d) DBE Contingency Administration. The DBE shall maintain a separate DBE Contingency Log identifying the original contingency amount established in the GMP, approved expenditures, pending requests, and remaining balance.

DBE Contingency shall be available only for eligible costs associated with completing the originally contracted scope of Work that were not specifically allocated to another GMP cost category and are not otherwise recoverable through an authorized Change Order, allowance, subcontract, insurance, or other source.

Allowable uses of DBE Contingency may include the following, subject to District review and prior written approval:

(i) Rework or additional construction Work required to resolve ambiguities, inconsistencies, or conflicts in the construction documents, provided the costs are not attributable to negligent design, defective Work, or other costs expressly excluded by the Contract;

(ii) Construction Work shown or reasonably inferred in the construction documents but inadvertently omitted from Subcontractor bid packages or trade scope allocations;

(iii) Additional costs necessary to complete construction Work identified or reasonably inferred in the construction documents but not described in sufficient detail in the applicable trade bid packages to obtain complete and competitive pricing;

(iv) Reasonable and documented costs of additional security personnel required to address unexpected labor picketing or similar site access disruptions, to the extent such costs are not otherwise the responsibility of the DBE or its Subcontractors; and

(v) Other unforeseen costs necessary to complete the originally contracted scope of Work that are consistent with the foregoing categories and expressly approved by the District.

Ineligible uses of DBE Contingency shall include District-directed scope changes; additional or upgraded Work not included in the original GMP scope; design errors or omissions arising from professional negligence; defective or nonconforming Work; costs resulting from the DBE's or its Subcontractors' negligence, default, or failure to perform contractual obligations; costs recoverable from Subcontractors, suppliers, insurers, or other responsible parties; and costs expressly excluded elsewhere in the Contract Documents.

DBE Contingency shall not be used to fund overruns of District-approved allowances, replenish allowances, offset Trade Buyout Savings, or increase DBE fees, General Conditions, overhead,

profit, or other markups. No additional DBE fee, overhead, profit, or bond markup shall be applied to expenditures from DBE Contingency.

Before committing or expending DBE Contingency, the DBE shall submit a written Contingency Authorization Request identifying:

(i) The condition or event giving rise to the proposed expenditure;

(ii) The applicable allowable-use category and explanation of why the cost is eligible;

(iii) The proposed scope of Work and supporting estimate detail, Subcontractor quotations, or other cost documentation as required by Article 9 – Contract Change Orders;

(iv) Alternatives evaluated to avoid or reduce the expenditure;

(v) The amount requested and remaining DBE Contingency balance; and

(vi) Confirmation that the cost is not recoverable from another responsible party or funding source.

The DBE shall obtain the District's prior written approval in the form of a zero cost Change Order before committing or expending DBE Contingency. The District shall not unreasonably withhold approval of a properly documented expenditure that satisfies the allowable-use requirements of this subsection.

Approved expenditures shall be documented in the DBE Contingency Log and reported separately with each monthly payment application. Approval of a contingency expenditure shall not increase the GMP.

All unused DBE Contingency shall accrue to the benefit of the District and shall not be retained by the DBE as additional fee, profit, or compensation.

(e) Cost Reconciliation and Forecasting. The DBE shall reconcile actual and committed construction costs against the approved GMP at least monthly. The reconciliation shall identify Trade Buyout Savings, approved and pending allowance expenditures, approved and pending DBE Contingency expenditures, proposed changes, cost trends, and the forecast final cost of the Project.

(f) Final GMP Reconciliation. At Project closeout, the DBE shall prepare a final reconciliation of the GMP identifying all approved adjustments, actual costs, final subcontract commitments, Trade Buyout Savings, unused allowances, unused DBE Contingency, and other amounts due or credited to the District. The reconciliation shall be supported by complete open-book records and shall be subject to the District's review and audit rights under the Contract Documents.

5. Subcontractor and Supplier Management

The DBE shall administer and coordinate all Subcontractors, trade contractors, vendors, suppliers, and manufacturers performing or furnishing Work for the Project.

Services shall include:

(a) Finalizing and administering subcontracts and purchase orders consistent with the approved procurement process;

(b) Coordinating Subcontractor mobilization, sequencing, staffing, and performance;

(c) Monitoring Subcontractor compliance with applicable safety, quality, schedule, labor, insurance, and contractual requirements;

(d) Coordinating delivery, storage, protection, and installation of materials and equipment;

(e) Resolving trade scope interfaces, coordination issues, and construction conflicts;

(f) Monitoring long-lead equipment and material procurement; and

(g) Administering Subcontractor changes, payment applications, corrective work, and closeout obligations.

The DBE shall remain responsible for the performance of its Subcontractors and suppliers and for delivering the completed Project in accordance with the Contract Documents.

6. Construction Quality Management

The DBE shall develop and implement a comprehensive Construction Quality Management Plan establishing procedures for verifying that the Work complies with the approved construction documents, applicable codes, manufacturer requirements, and Contract Documents.

The DBE shall conduct regular quality control inspections, verify materials and workmanship, maintain inspection and testing records, identify deficiencies, and coordinate corrective actions.

The City of Rialto shall serve as the primary Authority Having Jurisdiction (AHJ) for applicable building, grading, fire, and other municipal regulatory approvals and inspections, subject to the City's applicable jurisdiction and procedures. Public utilities and other agencies having jurisdiction over utility infrastructure, service connections, or related facilities shall administer their respective approval, inspection, testing, and acceptance requirements.

The DBE shall coordinate and schedule all required City of Rialto inspections, utility inspections, and other regulatory reviews; provide required access and documentation; and promptly correct deficiencies identified by the reviewing authorities.

The DBE shall coordinate independent special inspections and materials testing required by applicable law or the Contract Documents. Where such services are retained directly by the District, the DBE shall provide access, scheduling coordination, required notifications, and support without assuming the independent inspector's or testing agency's professional responsibilities.

The DBE shall maintain a current inspection and testing log identifying required inspections, responsible agencies or testing entities, scheduled and completed dates, results, deficiencies, and corrective actions. The DBE shall not conceal Work requiring inspection before obtaining the applicable inspection or authorization.

District observation or review, regulatory inspections, and independent testing shall not relieve the DBE of responsibility for construction quality, code compliance, or correction of defective or nonconforming Work.

7. Design Administration and Construction Coordination

The DBE shall provide continuing architectural, engineering, and specialty design services necessary to support construction and resolve design-related issues.

Services shall include:

(a) Completing and maintaining construction documents, including approved design revisions and regulatory corrections;

(b) Reviewing and responding to RFIs and requests for design clarification;

(c) Reviewing shop drawings, product data, samples, and other technical submittals for consistency with the design intent and Contract Documents;

(d) Preparing supplemental instructions, sketches, calculations, and revised drawings as necessary;

(e) Evaluating proposed substitutions and alternative construction approaches;

(f) Coordinating design revisions among affected disciplines;

(g) Participating in site observations and construction coordination meetings; and

(h) Supporting inspections, testing, commissioning, and correction of design-related deficiencies.

The DBE shall provide timely design responses consistent with the Project Schedule and shall maintain a coordinated record of approved design changes.

8. Building Information Modeling and Construction Coordination

The DBE shall maintain and advance the multidisciplinary Building Information Model (BIM) during construction in accordance with the approved BIM Execution Plan.

BIM services shall include:

(a) Incorporating approved design revisions and applicable construction coordination changes;

(b) Coordinating architectural, structural, mechanical, electrical, plumbing, fire protection, utility, and other applicable systems;

(c) Conducting model-based clash detection and coordination reviews before installation of affected Work;

(d) Coordinating trade contractor fabrication and installation models, where required;

(e) Supporting construction sequencing, constructability reviews, and identification of spatial conflicts;

(f) Maintaining a model coordination issue log and documenting resolution of material conflicts; and

(g) Developing the final record model to the extent required by the approved BIM Execution Plan.

The DBE shall ensure consistency between the coordinated models and approved construction documents. The final BIM deliverables shall be provided in native and agreed interoperable formats.

9. Submittals, RFIs, and Document Control

The DBE shall establish and maintain a centralized construction document control system for managing Project correspondence, drawings, specifications, submittals, RFIs, meeting minutes, changes, inspection reports, and other construction records.

The DBE shall prepare and maintain a submittal register identifying required submissions, responsible parties, planned submission dates, review periods, and approval status.

The DBE shall:

(a) Review Subcontractor submittals for completeness and coordination before forwarding them for design review;

(b) Track review status and required resubmissions;

(c) Maintain an RFI log identifying submission dates, responsible parties, responses, and schedule impacts;

(d) Distribute approved documents and revisions to affected parties;

(e) Maintain current construction documents at the Project site; and

(f) Provide District and its Representative access to current Project records.

10. Construction Meetings and Reporting

The DBE shall conduct and document regular construction coordination meetings, including weekly progress meetings with the District and its Representative.

Meeting agendas and minutes shall address construction progress, schedule, cost, safety, quality, procurement, RFIs, submittals, changes, inspections, testing, and outstanding decisions.

The DBE shall provide a monthly construction progress report including:

(a) Executive summary of Project status;

(b) Updated construction schedule and schedule narrative;

(c) Updated GMP and cost report;

(d) Summary of construction progress by major trade;

(e) Procurement and long-lead equipment status;

(f) Safety and quality management summary;

(g) Status of RFIs, submittals, changes, and claims;

(h) Updated risk and decision logs;

(i) Progress photographs; and

(j) Issues requiring District action.

The DBE shall also maintain daily construction reports documenting workforce levels, major activities, deliveries, inspections, weather conditions, incidents, and significant Project events.

11. Changes and Claims Management

The DBE shall administer changes to the Work in accordance with the Contract Documents and shall maintain a current change management log.

The DBE shall identify and document proposed changes, evaluate associated scope, cost, and schedule impacts, and provide supporting estimates and Subcontractor quotations.

Proposed changes shall identify applicable labor, material, equipment, Subcontractor, and other cost components, together with schedule impacts and any proposed adjustment to the GMP or contractual completion dates.

The DBE shall not proceed with changed Work prior to receiving District authorization.

The DBE shall maintain records of potential claims, disputed Work, and unresolved change requests and shall provide timely notice and supporting documentation as required by the Contract.

12. Safety, Site Security, and Environmental Compliance

The DBE shall be responsible for construction site safety, protection of persons and property, and compliance with applicable occupational safety and environmental requirements.

The DBE shall prepare and implement a site-specific safety program and coordinate safety procedures with its Subcontractors.

The DBE shall maintain construction site security, control access, protect existing utilities and improvements, and coordinate construction activities to minimize impacts on District operations and adjacent properties.

The DBE shall implement required environmental controls, including erosion and sediment control, stormwater management, dust control, waste management, and other applicable permit requirements.

13. Testing, Start-Up, and Commissioning

The DBE shall coordinate and support testing, start-up, adjustment, balancing, and commissioning of building systems and equipment to demonstrate compliance with the Contract Documents and District's operational requirements.

Services shall include:

(a) Preparing a systems testing and start-up schedule;

(b) Coordinating manufacturer representatives, Subcontractors, design professionals, and the District's commissioning authority, where applicable;

(c) Completing equipment start-up and manufacturer-required testing;

(d) Coordinating testing, adjusting, and balancing of mechanical systems;

(e) Performing required functional performance testing;

(f) Verifying integration of building automation, electrical, emergency power, fire alarm, security, and other applicable systems;

(g) Correcting deficiencies identified during testing and commissioning;

(h) Providing completed testing and commissioning records; and

(i) Demonstrating satisfactory system operation before acceptance.

The DBE shall coordinate commissioning activities with the construction schedule and shall provide sufficient time for testing, correction, retesting, and District review before Substantial Completion.

14. District Training and Operational Readiness

The DBE shall develop and implement a training and operational readiness program for District personnel responsible for operating and maintaining the completed facility.

Training shall include applicable building systems, equipment, controls, emergency procedures, maintenance requirements, and warranties.

The DBE shall provide training agendas, instructional materials, equipment demonstrations, and recorded training sessions where required by the Contract Documents.

The DBE shall coordinate delivery of operating manuals, maintenance schedules, equipment inventories, spare parts, special tools, and other materials necessary for District operations.

15. Substantial Completion and Occupancy

The DBE shall coordinate and complete all inspections, testing, commissioning, regulatory approvals, utility connections, and documentation necessary to achieve Substantial Completion and permit lawful occupancy and intended use of the Project.

The DBE shall:

(a) Conduct internal completion inspections and prepare preliminary deficiency lists;

(b) Coordinate District inspections and development of the final punch list;

(c) Obtain required City of Rialto building and occupancy approvals, including the applicable Certificate of Occupancy or equivalent authorization;

(d) Coordinate with public utilities to obtain required service connection approvals, inspections, testing, energization, and acceptance of utility infrastructure;

(e) Complete required building system testing, start-up, commissioning, and operational demonstrations;

(f) Verify that required fire protection, fire alarm, emergency power, security, building automation, and other life-safety and operational systems are functional and have received applicable approvals;

(g) Provide required warranties, operating instructions, maintenance information, and safety documentation;

(h) Establish a schedule for completion of remaining punch-list Work; and

(i) Support District move-in and occupancy activities as required by the Contract.

The DBE shall promptly correct deficiencies and incomplete Work identified during completion inspections and shall coordinate reinspection and acceptance as necessary.

Substantial Completion shall be determined in accordance with the Contract Documents and shall not be deemed achieved solely by issuance of a Certificate of Occupancy or completion of regulatory inspections.

16. Project Closeout and Final Completion

The DBE shall complete all contractual closeout requirements necessary for Final Completion and Final Payment.

Closeout services shall include:

(a) Completion and verification of all punch-list and corrective Work;

(b) Delivery of final record drawings and applicable record BIM models reflecting documented construction changes;

(c) Delivery of final operation and maintenance manuals, equipment inventories, warranties, and maintenance information;

(d) Submission of final testing, inspection, and commissioning reports;

(e) Delivery of required training records and documentation;

(f) Submission of final permit approvals and regulatory closeout documentation;

(g) Final reconciliation of the GMP, allowances, DBE Contingency, Buyout Savings, and approved changes;

(h) Submission of final payment documentation, releases, certifications, and other contractual closeout records; and

(i) Completion of all other requirements for Final Completion established in the Contract Documents.

17. Warranty and Post-Completion Services

The DBE shall administer warranty obligations and coordinate correction of defective Work during the applicable warranty periods established in the Contract Documents.

The DBE shall maintain a warranty contact and response procedure, coordinate corrective work by responsible Subcontractors and suppliers, and document the disposition of reported deficiencies.

The DBE shall participate in warranty inspections and post-occupancy reviews as required by the Contract, including review of outstanding system performance issues, equipment operation, and corrective actions.

Warranty services shall include coordination of manufacturer warranties and delivery of all applicable warranty documentation to the District.

ATTACHMENT 1-1
PROPOSAL

ATTACHMENT 2
GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms.

A. Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God -- Act of God is an earthquake of magnitude 3.5 or higher on the Richter Scale or a tidal wave.

2. Additional Work – New or unforeseen work will be classified as "Additional Work" when District's Representative determines that it is not covered by the Contract.

3. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

4. Application for Payment -- The form acceptable to District's Representative which is to be used by the Design-Build Entity during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. Architect of Record or Engineer of Record ("A/E") -- The individual, partnership, corporation, joint venture, or other legal entity named as the Design Professional in the Contract or any succeeding entity designated by District.

6. Certificate for Payment -- The form signed by District's Representative attesting to the Design-Build Entity's right to receive payment for certain completed portions of the Work on the Project in accordance with Article 12.

7. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the GMP or the Guaranteed Completion Date, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

8. Change Order Request ("COR") -- A request made by the Design-Build Entity for an adjustment in the GMP and/or Guaranteed Completion Date as the result of a Design-Build Entity-claimed change to the Work.

9. Claim -- A demand or assertion by District or Design-Build Entity seeking an adjustment of the GMP or Guaranteed Completion Date, or both, or other relief

with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

10. Construction Documents -- The plans and Technical Specifications prepared by the Design-Build Entity for the Project and approved by District. The Construction Documents shall set forth in detail all items necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents. Following commencement of the Construction Phase, Construction Documents become part of the Contract Documents upon their completion and approval by District. All amendments and modifications to the Construction Documents must be approved by District in writing.

11. Construction Work -- That portion of the Work on the Project consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

12. Contract -- The entire integrated written agreement between District and Design-Build Entity concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

13. Contract Documents -- The documents listed in Section 1 of the Contract. Some documents provided by District, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

14. Contract Time -- The number of days or the dates stated in the Contract Documents and Project Schedule to achieve defined Milestones, if any, and to complete the Work so that it is ready for final payment.

15. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Design-Build Entity made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Design-Build Entity at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

16. Daily Rate – The Reverse Liquidated Damages amount stipulated in the Contract Documents as full compensation to the Design-Build Entity due to District's unreasonable delay to the Project that was not contemplated by the parties.

17. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

18. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any

inspection, reference standard, test, or approval referenced in the Contract Documents.

19. Demobilization – The complete dismantling and removal by the Design-Build Entity of all of the Design-Build Entity's temporary facilities, equipment, and personnel at the Site.

20. Design-Build Entity -- The individual or entity with which District has contracted for performance of the Work.

21. Design-Build Entity Representative -- The person or firm identified as the primary contact person and representative of the Design-Build Entity as designated in the Contract and who shall not be changed without prior written consent of District.

22. Design Materials -- Any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Build Entity: (1) to District under the Contract Documents or; (2) developed or prepared by or for the Design-Build Entity specifically to discharge its duties under the Contract Documents.

23. Design Professional -- The individuals or entities who will provide the Design-Build Entity with the required architectural, engineering, and other professional services required for the coordinated design of the Project and the administration of construction.

24. Design Work -- The portion of the Work on the Project consisting of the Design services and design deliverables required to be provided in connection with the Design of the Project as set forth in the Contract Documents.

25. Drawings -- The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work to be done on the Project, generally including plans, elevations, sections, details, schedules, and diagrams prepared as part of the Design Materials. The Drawings are listed in the List of Drawings.

26. Effective Date of the Contract – The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

27. Equipment Manufacturer -- Any Separate Contractor that fabricates and/or supplies any of District's provided equipment which is installed in the Project by the Design-Build Entity.

28. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or

quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the District in its capacity as a municipal authority.

29. Governmental Approvals -- Those governmental actions required to be obtained by District and necessary for the completion of the Project.

30. Hazardous Materials – Any substance: the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy, or common law; which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local law, statute, regulation, rule or ordinance, or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA including, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality or the United States; the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; the presence of which on adjacent properties could constitute a trespass by the Design-Build Entity or the District; or as defined in the California Health and Safety Code. For the purposes of this Contract, “Hazardous Materials” shall also include, but are not limited to, “Underground Storage Tanks.” "Underground Storage Tank" shall have the definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. Section 6991, and also shall include: any tank of one thousand one hundred (1,100) gallons or less capacity used for storing motor fuel; any tank used for storing heating oil for consumption on the premises where stored; any septic tank; and any pipes connected to the above items.

31. Holidays – District recognized holidays occur on:

New Year’s Day – January 1
Martin Luther King Jr. Day – Third Monday of January
President’s Day – Third Monday of February
Memorial Day – Last Monday in May
Juneteenth – June 19
Independence Day – July 4
Labor Day – First Monday in September
Veteran’s Day – November 11, or as designated

Thanksgiving Day – Fourth Thursday in November
Friday after Thanksgiving
Day before Christmas Day – December 24
Christmas Day – December 25
New Years' Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

32. Liens – Charges, security interests, or encumbrances upon Project funds, or personal property, including without limitation Stop Payment Notices.

33. Milestones – A principal event specified in the Contract Documents associated with a required completion date or time prior to Completion of all the Work. Failure to achieve Milestones may result in Liquidated Damages as described in the Contract Documents.

34. Notice of Award – The written notice by District to the Design-Build Entity stating that upon timely compliance by the Design-Build Entity with the conditions precedent listed therein, District will sign and deliver the Contract.

35. Notice of Completion – The form which may be executed by District and recorded by the county where the Project is located constituting final acceptance of the Project.

36. Notice to Proceed -- A written notice given by District to the Design-Build Entity fixing the date on which the Design-Build Entity may proceed with the Work and when Contract Time will commence to run.

37. Partial Utilization – Use by District of a substantially completed part of the Work prior to Completion of all the Work.

38. Project -- The total design and construction of which the Work performed under the Contract Documents may be the whole, or a part, and which may include separate design or construction work performed by District or by Separate Contractors for the Project.

39. Project Design Criteria Report (PDCR) - The District-furnished document establishing the Project's programmatic, functional, performance, operational, site, and other expressly identified requirements. The PDCR establishes the basis for development and validation of the Project design but does not constitute completed design documents or represent that any particular design solution, configuration, system, or construction detail has been fully developed or prescribed. The Design-Build Entity remains responsible for developing and coordinating the design and Construction Documents in accordance with Attachment 1 and the Contract Documents. Illustrative concepts or preliminary design information within the PDCR shall not be construed as mandatory unless expressly identified as such.

40. Project Schedule -- The graphical representation of a practical plan to complete the Work on the Project within the Guaranteed Completion Date and other Contract Times. The detailed requirements for the Project Schedule are stated in Article 6.

41. Proposal -- The proposal submitted by the Design-Build Entity in response to the Request for Qualifications & Proposal for this Project.

42. Request for Qualifications & Proposal ("RFQ/P") -- The request for qualifications and proposal issued by District for the Project and includes all documents, exhibits, attachments, and addenda thereto.

43. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

44. Separate Contractor -- A person, or firm, under separate contract with District performing other work at the Project site which may affect the Work.

45. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Design-Build Entity and submitted by Design-Build Entity to illustrate some portion of the Work.

46. Site -- Lands or areas indicated in the Contract Documents as being furnished by District upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by District which are designated for the use of Design-Build Entity.

47. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

48. Subcontractor – An individual or entity that has a contract with the Design-Build Entity or with a Subcontractor of the Design-Build Entity to perform a portion of the Work on the Project. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

49. Submittal - Written or graphic information and physical samples prepared and supplied by the Design-Build Entity demonstrating various portions of the Work.

50. Substantial Completion - The stage in the progress of the Work when the Project is sufficiently complete in accordance with the Contract Documents to permit the District to lawfully, safely, and effectively occupy and use the facility for its intended purpose. Substantial Completion shall require completion of all life-safety systems; required building and occupancy approvals from the authority having jurisdiction; permanent utility connections; necessary testing, start-up, and commissioning of essential building systems; and delivery of operational information and training reasonably necessary for the District to occupy and operate the facility. Minor punch-list items that do not materially interfere with safe occupancy, essential building operations, or intended use shall not prevent Substantial Completion. Substantial Completion shall be established by written determination of the District in accordance with the Contract Documents. Such determination shall not constitute Final Completion or relieve the DBE of its remaining contractual obligations.

51. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Design-Build Entity or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

52. Technical Specifications – All documents developed by the Design-Build Entity and which are ready for final construction.

53. Tier -- The contractual level of a Subcontractor or supplier or consultant with respect to the Design-Build Entity. For example, a first tier Subcontractor is under subcontract with the Design-Build Entity, a second tier Subcontractor is under subcontract with a first tier Subcontractor, and so forth.

54. Warranty -- A written guarantee provided to District by the Design-Build Entity that the Work remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

55. Work -- The entire design and construction, or the various separately identifiable parts thereof, required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such design and construction, and furnishing, installing, and incorporating all materials and equipment into such design and construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Project site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Design-Build Entity is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

A. Within fifteen (15) Days after receipt of the Notice of Award and before District will execute the Contract, the Design-Build Entity shall furnish and file with District a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, Escrow Agreement (if used) and Tax Identification Number, as well as any other documents specified in the Contract Documents. Notwithstanding the foregoing, if the GMP has yet to be established at Notice of Award, then the Performance Bond and Payment Bond may be provided after establishing the GMP and prior to the Construction Phase.

2.2 Bonds.

A. Within fifteen (15) Days after receipt of the Notice of Award for the Construction Phase the Design-Build Entity shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to District conditioned upon the faithful performance by the Design-Build Entity of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the GMP.

2.3 Evidence of Insurance.

A. Design-Build Entity shall obtain, at its sole cost and expense, all insurance required by Article 5. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to District within fifteen (15) Days after receipt of the Notice of Award and before execution of the agreement for construction by District.

2.4 Execution of Contract.

A. Upon receipt of the required Contract Documents, District will execute the Contract, establishing the Effective Date of the Contract.

2.5 Commencement of Contract Time; Notice to Proceed with Construction.

A. The District will not issue a Notice to Proceed until after the Effective Date of the Contract. Construction Work shall commence within fifteen (15) Days of the date stated in District's Notice to Proceed with Construction. No Construction Work shall be done at the Site prior to the date on which the Contract Time commence to run. Nothing herein shall affect the Guaranteed Completion Date.

2.6 Copies of Documents.

A. District will furnish to Design-Build Entity one (1) copy of the Preliminary Design Criteria Report (PDCR). Additional copies will be furnished upon request at the cost of reproduction.

2.7 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Project site is started, a conference attended by District, Design-Build Entity, District's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.8 Initial Acceptance of Schedules.

A. At least ten (10) Days before submission of the first Application for Payment, a conference attended by Design-Build Entity, District's Representative, and others as appropriate will be held to review for acceptability to District's Representative the schedules submitted, as required by the Contract Documents. Design-Build Entity shall have an additional ten (10) Days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design-Build Entity until acceptable schedules are submitted to District's Representative. Acceptance of the schedules by District's Representative will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent.

A. The Contract Documents are complementary; what is required by one is as binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to District. Clarifications and interpretations of the Contract Documents shall be issued by District's Representative as provided in these General Conditions.

B. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

C. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Design-Build Entity in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.2 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of proposals (or on the Effective Date of the Contract if there were no proposals), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a supplier, shall be effective to change the duties or responsibilities of District, Design-Build Entity, or District's Representative, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to District or District's Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 Order of Precedence.

A. The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the Work on the Project by the Design-Build Entity. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design-Build Entity shall be required to the extent consistent with, and reasonably inferable from, the Contract Documents.

B. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or the provisions of any Applicable Laws (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Applicable Law).

C. In resolving conflicts among any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law;

2. Change Orders or Pending Change Orders, most recent first;

3. Design-Build Contract;

4. Special Conditions;

5. General Conditions;

6. RFQ/P and all addenda, attachments and appendices;

7. Construction Documents prepared by Design-Build Entity; and

8. Drawings prepared by Design-Build Entity;

9. Design-Build Entity Qualifications / Proposal in response to RFQ/P;

D. With reference to the Drawings the order of precedence shall be as follows:

1. Figures govern over scaled dimensions;

2. Detail drawings govern over general drawings;

3. Change Order drawings govern over Drawings;

4. Drawings govern over standard drawings.

E. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.4 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by a Change Order.

3.5 Interpretation and Use of Contract Documents.

A. District and the Design-Build Entity acknowledge that the Contract Documents may differ in some respect(s) from the other documents included in the RFQ/P upon which the Design-Build Entity based its Proposal. Prior to the commencement of construction on the Project, the parties shall confirm, in writing, the final form of the Contract Documents that are to be utilized. Specifically, once approved by District, the Construction Documents become a part of the Contract Documents and define the entire scope of work, so long as such documents conform to the mandatory programmatic, functional, performance and other expressly identified requirements of the PDCR. The Design-Build Entity shall certify that the Construction Documents are in full compliance with the Contract Documents, except as noted.

B. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; nontechnical words and abbreviations are used in accordance with their commonly understood meanings.

C. The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general

statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

D. Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include a corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

E. Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

F. Before commencing any Work on the Project, the Design-Build Entity shall check and review the Contract Documents, including the Construction Documents, for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract. In the event the Design-Build Entity observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract, the Design-Build Entity shall immediately notify District’s Representative in writing of the same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder. The Design-Build Entity shall be solely liable for any such violation, inconsistency or special requirement, if Design-Build Entity fails to conduct such review or notification to District.

G. Before commencing any Work on the Project, the Design-Build Entity shall carefully examine the PDCR, the Contract, the Contract Documents and other information given to the Design-Build Entity as to Project requirements. The Design-Build Entity shall immediately notify District’s Representative of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in such documents in writing. Neither the Design-Build Entity nor any Subcontractor shall take advantage of any apparent error or omission which may be found in the PDCR, the Contract, the Contract Documents or other information given to Design-Build Entity. If the Design-Build Entity or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, the Design-Build Entity shall bear any and all costs arising therefrom including, without limitation, the

cost of correction thereof without increase or adjustment to the GMP or the Guaranteed Completion Date. In no case shall any Subcontractor proceed with Work if uncertain without the Design-Build Entity's written direction and/or approval.

3.6 Reuse of Documents.

A. Design-Build Entity and any Subcontractor shall not: have or acquire any title to or Ownership rights in any of the Construction Documents or other documents (or copies of any thereof) prepared by or bearing the seal of the A/E or its consultants, including electronic media editions; or reuse of any such Construction Documents, other documents, or copies thereof on extensions of the Project or any other project without written consent of District and A/E and specific written verification or adaptation by the A/E. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Design-Build Entity from retaining copies of the Contract Documents for record purposes.

3.7 Electronic Data.

A. The data furnished by District or District's Representative to Design-Build Entity, or by Design-Build Entity to District or District's Representative, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) Days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-Day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

3.8 Ownership and Use of Construction Documents.

A. The Construction Documents, and all copies thereof, furnished to, or provided by, the Design-Build Entity are the property of District. District and the Design-Build Entity explicitly agree that all materials and documents developed in the performance of this Contract are the property of District pursuant to the requirements of District. District shall have unlimited rights, for the benefit of District, in all drawings, designs, technical specifications, notes and any other documentation and other Work developed in the performance of this Contract for the Project, including the right to re-use details of the Design on any other District Work at no additional cost to District. The Design-Build Entity agrees to, and hereby does, grant to District a royalty free license to all such data that the Design-Build Entity may cover by copyright and to all designs as to which the Design-Build Entity may assert any right or establish any claim to under the patent

or copyright laws. The Design-Build Entity, for a period up to five (5) years from the date of Completion of the Project, agrees to furnish and to provide access to the originals or copies of all such materials immediately upon the written request of District. Any use or reuse by District of the Construction Documents on any project other than this Project without employing the services of the Design-Build Entity shall be at District's own risk with respect to third parties. If District uses or re-uses the Construction Documents on any project other than this Project, it shall remove the A/E's seal from the Construction Documents and hold harmless Design-Build Entity, A/E, and their officers, directors, agents and employees from claims arising out of the use or re-use of the Construction Documents on such other project. Design-Build Entity shall not be responsible or liable for any revisions to the Construction Documents made by any party other than the Design-Build Entity, a party for which the Design-Build Entity is legally responsible or liable, or anyone approved by the Design-Build Entity.

3.9 Administration of the Contract by District's Representative.

A. During the term of this Design-Build Contract, District's Representative shall have the right to review the Design-Build Entity's Work at such intervals as deemed appropriate by District's Representative. However, no actions taken during such review or site visit by District's Representative shall relieve the Design-Build Entity of any of its obligations of single point responsibility for the design and construction of this Project nor form the basis for a Claim if such actions extend beyond the Guaranteed Completion Date.

B. District's Representative will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work on the Project, since these are solely the Design-Build Entity's responsibility.

C. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, District and the Design-Build Entity shall communicate through District's Representative. Communications by the Design-Build Entity with District's consultants and District's Representative's consultants shall be through District's Representative. Communications by District and District's Representative with Subcontractors will be through the Design-Build Entity. Communications by the Design-Build Entity and Subcontractors with Separate Contractors shall be through District's Representative. The Design-Build Entity shall not rely on oral or other non-written communications.

D. Based on District's Representative's Project site visits, review of the Work, and evaluations of the Design-Build Entity's Applications for Payment, District's Representative will recommend amounts, if any, due the Design-Build Entity and will issue Certificates for Payment in such amounts.

E. District's Representative will have the authority to reject Work on the Project, or any portion thereof, which does not conform to the Contract Documents. District's Representative will have the authority to stop Work on the Project, or any portion thereof. Whenever District's Representative considers it necessary, or advisable, for implementation of the intent of the Contract Documents, District's Representative will

have the authority to require additional inspection or testing of the Work on the Project in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of District's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise, or to not exercise such authority, will give rise to a duty or responsibility of District or District's Representative to the Design-Build Entity, or any person or entity claiming under, or through, the Design-Build Entity.

F. District's Representative will have the authority to conduct inspections in connection with beneficial occupancy and to determine the dates of Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by the Design-Build Entity; and will issue a final Certificate for Payment upon the Design-Build Entity's compliance with the requirements of the Contract Documents.

G. District's Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Design-Build Entity. Should the Design-Build Entity discover any conflicts, omissions, or errors in the Construction Documents or the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; then, before proceeding with the Work affected, the Design-Build Entity shall notify District's Representative in writing and request interpretation, or clarification. District's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Design-Build Entity proceed with the Work affected before receipt of a response from District's Representative, any portion of the Work on the Project which is not done in accordance with District's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and the Design-Build Entity shall be responsible for all resultant losses.

H. District may at any time and from time to time, without prior notice to or approval of the Design-Build Entity, replace District's Representative with a new District Representative. Upon receipt of notice from District informing the Design-Build Entity of such replacement and identifying the new District's Representative, the Design-Build Entity shall recognize such person or firm as District's Representative for all purposes under the Contract Documents.

ARTICLE 4 - AVAILABILITY AND OWNERSHIP OF LANDS AND MATERIALS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands.

A. District shall furnish the Project site. District shall notify Design-Build Entity of any encumbrances or restrictions not of general application but specifically related to use of the Project site with which Design-Build Entity must comply in performing the Work. District will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. Design-Build Entity shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment at no additional cost to District.

4.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Design-Build Entity or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by District. Neither Design-Build Entity nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Design-Build Entity will, as determined by District's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided District shall have the right to use or consume these materials without payment to a third party.

4.3 Hazardous Material at Site.

A. The Design-Build Entity shall have no responsibility for detection, abatement, remediation, removal or disposal of any Hazardous Material, except Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity. In the event that the Design-Build Entity becomes aware of the presence of, or exposure of persons to, any Hazardous Material at the Project Site, the Design-Build Entity shall inform District by notice immediately. Notwithstanding anything to the contrary herein, the Design-Build Entity shall not be responsible for, and the District shall bear full responsibility and remediation costs relating to any Hazardous Materials uncovered, removed or disturbed by the Design-Build Entity on the Project Site resulting from the Design-Build Entity's performance of the work hereunder, except Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity. The District shall not be responsible for, and the Design-Build Entity shall bear full responsibility and remediation costs relating to any Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity.

B. The Design-Build Entity hereby specifically agrees to indemnify, defend and hold the District, its present and future directors, officers, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of: (a) the existence, uncovering or unveiling, or any release by the District or Design-Build Entity of, a Hazardous Material introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity; (b) any enforcement or compliance proceeding commenced by or in the name of any governmental authority because of the presence on the Project Site of Hazardous Materials introduced onto the Project Site by the Design-Build Entity, its employees, subcontractors, agents, or other parties acting on behalf of the Design-Build Entity; and (c) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Hazardous Material laws by the Design-Build Entity.

4.4 Protection and Restoration of Existing Improvements and Reference Points.

A. Design-Build Entity shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of District. Design-Build Entity shall report to District's Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Time for Compliance. Design-Build Entity shall not commence Work under this Contract until it has provided evidence to District that it has secured all insurance required under this Article. Design-Build Entity shall require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements stated herein. Design-Build Entity shall not allow any subconsultant or subcontractor to commence work on any subcontract until it has provided evidence to District that the subconsultant or subcontractor has secured all insurance required under this Article.

5.2 Minimum Requirements. Design-Build Entity shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work and Design-Build Entity's other obligations under the Contract Documents whether by Design-Build Entity, its agents, representatives, employees or subcontractors. Design-Build Entity shall also require all of its subconsultants and subcontractors to procure and maintain the same insurance for the duration of the Contract and verify the subconsultants' and subcontractors' compliance. Design-Build Entity's and subconsultants' and subcontractors' insurance shall meet at least the minimum levels of coverage set forth in this Article:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Design-Build Entity has no owned autos, non-owned, leased or hired autos Code 8 (hired) and Code 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) Installation Floater/Builder's Risk: "All Risk All Perils" form; and (5) Professional Liability/Errors and Omissions. The policies shall not contain any exclusion contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. The Design-Build Entity shall maintain limits no less than:

1. For Commercial General Liability, Design-Build Entity shall have limits of at least the amount that corresponds to the GMP in the following table:

GMP	**Amount of Liability Insurance** (per occurrence)
$ 0 - $ 2 million	$ 2 million
$ 2 million - $ 5 million	$ 3 million
$ 5 million - $ 10 million	$ 5 million
$10 million - $ 20 million	$10 million

If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 25 03, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required occurrence limit. Should any of the Work involve aircraft (fixed wing or helicopter) owned or operated by Design-Build Entity, liability insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage is required. Should any of the Work involve watercraft owned or operated by Design-Build Entity, liability insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage is required.

2. Automobile Liability: $1 million per accident for bodily injury and property damage.

3. Workers' Compensation and Employer's Liability:

   a. Workers' Compensation: statutory limits.

   b. Employer's Liability limits of $1 million per accident for bodily injury or disease.

   c. Should any of the Work be upon or contiguous to navigable bodies of water, Design-Build Entity shall carry insurance covering its employees for benefits available under the Federal Longshoremen's and Harbor Worker's Act to the extent required by law;

4. Excess/Umbrella Liability Policy may be provided to insure the total limits required for Commercial General Liability and Automobile Liability and must apply to all primary coverage afforded, including but not limited to general liability, owned and non-owned automobiles, leased and hired cars.

5. Professional Liability/Errors and Omissions: $2,000,000 per claim.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) Days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or materially reduced, Design-Build Entity shall, within ten (10) Days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Design-Build Entity or District may withhold amounts sufficient to pay

premium from Design-Build Entity payments. In the alternative, District may suspend or terminate this Contract.

5.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Design-Build Entity shall provide endorsements on forms approved by District to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Design-Build Entity, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Build Entity's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of District, before District's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be excess of the Design-Build Entity's insurance and shall not be called upon to contribute with it in any way.

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Design-Build Entity or for which the Design-Build Entity is responsible; and (2) the insurance coverage shall be primary insurance as respects District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Design-Build Entity's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions shall be excess of the Design-Build Entity's insurance and shall not be called upon to contribute with it in any way.

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions for losses paid under the terms of the insurance policy.

D. Professional Liability/Errors and Omissions. Professional Liability Insurance insuring the A/E, its officers, directors, stockholders, employees, agents, or partner, and all

other persons for whose acts the A/E may be liable, against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities described in this Contract. Professional Liability Insurance shall remain in full force and effect, and shall be so certified to District by the insurer, for a period of five (5) years after the completion of all of the Design-Build Entity's services hereunder and District's acceptance of the Project. All subconsultants shall have professional liability insurance with the same limits (additional requirements for Professional Liability/Errors and Omissions Insurance written on a "claims made" basis are set forth below).

E. All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

1. coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days (10 Days for nonpayment of premium) prior written notice by mail has been given to District and all additional insureds.

2. any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District and any other additional insureds.

3. standard separation of insureds provisions.

4. no special limitations on the scope of protection afforded to District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions.

5. waiver of any right of subrogation of the insurer against District, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow the Design-Build Entity or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, the Design-Build Entity hereby waives its own right of recovery against District or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants and subcontractors.

5.4 Builder's Risk ["All Risk"]

A. It is the Design-Build Entity's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the Work until the Work is formally accepted by the District. The Design-Build Entity shall provide a certificate evidencing this coverage before commencing performance of the Work.

B. The named insureds shall be Design-Build Entity, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its elected officials, officers, employees, agents and authorized volunteers, as their interests may

appear. Design-Build Entity shall not be required to maintain property insurance for any portion of the Work following acceptance by District.

C. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.

D. In addition, the policy shall meet the following requirements:

1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

2. Coverage shall include all materials stored on site and in transit.

3. Coverage shall include Design-Build Entity's tools and equipment.

4. Insurance shall include boiler, machinery and material hoist coverage.

5. District shall be named loss payee.

5.5 Pollution Liability Insurance. Pollution Liability Insurance is required should any of the Project involve pollutants. Liability coverage shall include coverage for the environmental risk associated with the project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying, or storing pollutants, coverage for non-owned disposal site in an amount not less than that set forth in the Special Conditions. Pollutants include, but are not limited to, asbestos, mold, microbial matter, solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

5.6 Receipt and Application of Insurance Proceeds. Any insured loss under the policies of insurance required herein will be adjusted with District and made payable to District as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of the provisions herein. District shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Project and the cost thereof covered by an appropriate Change Order. District as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing to District's exercise of this power within fifteen (15) Days after the occurrence of loss. If such objection be made, District as fiduciary shall make settlement with the insurers in accordance with such agreement as

the parties in interest may reach. If no such agreement among the parties in interest is reached, District as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, District as fiduciary shall give bond for the proper performance of such duties.

5.7 Partial Utilization, Acknowledgement of Property Insurer. If District finds it necessary to occupy or use a portion or portions of the Project prior to Completion of all the Work, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.8 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by District. Design-Build Entity shall guarantee that, at the option of District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Conditions; or (2) the Design-Build Entity shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

5.9 Claims Made Policies. Claims made policies are not acceptable other than for Professional Liability. In addition to the requirements above, for any claims made policy: The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work; Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after District's acceptance of the Work; and If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design-Build Entity must purchase "extended reporting" coverage for a minimum of five (5) years after District's acceptance of the Work.

5.10 Subcontractor Insurance Requirements. Design-Build Entity shall not allow any Subcontractors to commence work on any subcontract relating to the Work until Design-Build Entity has verified that all Subcontractors maintain insurance meeting all requirements under this Section and has provided evidence to District of such insurance. For Commercial General Liability coverage Subcontractors shall provide coverage naming District, its officials, officers, employees, agents, and volunteers with a format at least as broad as CG 20 38 04 13. If requested by Design-Build Entity, District may approve different scopes or minimum limits of insurance for particular Subcontractors. Design-Build Entity shall confirm that District shall be named as additional insureds on all Subcontractors' policies of Commercial General Liability Insurance and Commercial Automobile Insurance.

5.11 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to District.

5.12 Verification of Coverage. Design-Build Entity shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All

certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.13 Reservation of Rights. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.14 Performance Bond and Payment Bond.

A. The Design-Build Entity shall submit performance and payment bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure Section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to District conditioned upon the faithful performance by the Design-Build Entity of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the GMP. The Design-Build Entity shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Contract. The obligations of the performance bond surety shall continue so long as any obligation of Design-Build Entity remains. Nothing herein shall limit the District's rights or the Design-Build Entity's or surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

B. The Payment Bond and Performance Bond shall be furnished and duly executed by the Design-Build Entity and its surety following establishment of the Guaranteed Maximum Price (GMP), and shall be submitted to and approved by the District prior to issuance of the Notice to Proceed for the Construction Phase. The Design-Build Entity shall promptly furnish such additional security as may be required by District to protect its interests and those interests of persons or firms supplying labor or materials to the Project. The premiums for the Payment Bond and Performance Bond shall be paid by the Design-Build Entity and included in the GMP in accordance with the Contract Documents. No payment for Construction Phase Work will be made to the Design-Build Entity until the Design-Build Entity's Payment Bond and Performance Bond have been approved by District.

C. Should, in District's sole opinion, any bond become insufficient or surety found to be unsatisfactory, the Design-Build Entity shall renew or replace the effected bond within 10 Days of receiving notice from District. In the event the surety or the Design-Build Entity intends to reduce or cancel any required bonds, at least thirty (30) Days prior written notice shall be given to District, and the Design-Build Entity shall post acceptable replacement bonds at least ten (10) Days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Article are accepted by District.

D. To the extent, if any, that the GMP is increased in accordance with the Contract, the Design-Build Entity shall, upon request of District, cause the amount of the bonds to

be increased accordingly and shall promptly deliver satisfactory evidence of such increase to District. The bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the GMP, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Build Entity will release the surety. If the Design-Build Entity fails to furnish any required bond, District may terminate the Contract for cause.

ARTICLE 6 - DESIGN-BUILD ENTITY'S RESPONSIBILITIES

6.1 Design-Build Entity Responsibility; Independent Contractor.

A. The Design-Build Entity shall be responsible to District for acts and omissions of the Design-Build Entity's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of Work on the Project under direct or indirect contract with the Design-Build Entity or any of its Subcontractors. District retains the Design-Build Entity on an independent contractor basis. Design-Build Entity retains the right to perform similar or different services for others during the term of this Contract. The Design-Build Entity is not an employee, agent or representative of District. The Design-Build Entity represents that it is fully experienced and properly qualified to perform the class of Work provided for in this Contract and that it is properly licensed, equipped, organized, and financed to perform Work on the Project. Neither District, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Design-Build Entity or any of Design-Build Entity's officers, employees, or agents, except as set forth in this Contract. The Design-Build Entity shall maintain complete control over its employees and its Subcontractors and shall pay all wages, salaries and other amounts due such personnel in connection with their performance as required by law. The Design-Build Entity shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

6.2 Review of Contract Documents and Field Conditions by The Design-Build Entity; Single Point Responsibility of The Design-Build Entity.

A. In addition to the examination and reviews performed, and obligations assumed, incident to making the representations set forth in the Contract, the Design-Build Entity shall carefully study and compare each of the Contract Documents provided by District with the others and with information furnished by District, and shall promptly report in writing to District's Representative any errors, inconsistencies, or omissions in the Contract Documents provided by District or inconsistencies with Applicable Law observed by the Design-Build Entity. The Design-Build Entity shall be solely responsible for any errors, inconsistencies or omissions in the Contract Documents if the Design-Build Entity fails to perform such review and examination or fails to report such errors, inconsistencies or omissions to District in writing.

B. The Design-Build Entity is responsible for the design and construction of the Project and shall use the highest design and engineering standards of care applicable to projects, buildings or work of similar size, complexity, quality and scope in performing Work on the Project. The Design-Build Entity shall be solely responsible for any and all design errors including, but without limitation, errors, inconsistencies or omissions

in the Construction Documents. The Design-Build Entity shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Design-Build Entity before commencing Work on the Project. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to District's Representative.

C. If the Design-Build Entity performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in this Article, without notifying and obtaining the written consent of District's Representative, the Design-Build Entity shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

D. District does not assume any obligation to employ the Design-Build Entity's services or pay the Design-Build Entity royalties of any type as to future programs that may result from Work performed under this Contract.

E. The Design-Build Entity shall be responsible for all plotting, printing, copying and distribution costs of any and all documents required in connection with Work on the Project.

F. The Design-Build Entity agrees that it has single point responsibility for the design and construction of this Project, and agrees to utilize the highest standard of excellent design, engineering and construction practices. The Design-Build Entity has the duty to act in District's best interests at all times throughout the course and performance of this Contract.

6.3 Design, Supervision and Construction Procedures.

A. The Design-Build Entity shall supervise, coordinate, and direct all Work on the Project using the Design-Build Entity's best skill and attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Design-Build Entity shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of Work on the Project, including, but without limitation, landscape and site work, utilities, and building systems.

B. The Design-Build Entity shall be responsible to District for acts and omissions of the Design-Build Entity, its agents, employees, and Subcontractors, and their respective agents and employees.

C. The Design-Build Entity shall not be relieved of its obligation to perform all Work on the Project in accordance with the Contract Documents either by acts or omissions of District or District's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than the Design-Build Entity.

D. The Design-Build Entity shall be responsible for inspection of all portions of Work on the Project to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

E. To facilitate communications and the management of the design process, the Design-Build Entity shall maintain an office in the District's County for the duration of the design process.

F. Unless otherwise provided in the Contract Documents, the Design-Build Entity shall provide and pay for all professional design/engineering services, services, 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 on the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in Work on the Project. The Design-Build Entity shall furnish architectural and engineering services for the preparation of Construction Documents necessary to complete the Project in accordance with the requirements of the Contract Documents. From the District-approved Construction Documents, which are developed from the District-accepted Proposal, the Design-Build Entity shall furnish all labor, materials, equipment, services, and transportation necessary to complete construction of the Project, including site work, structures and utilities.

G. The Design-Build Entity is required to deliver to District, if requested, any and all Design Materials including, but not limited to, calculations, preliminary drawings, construction drawings, shop drawings, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock ups, and other information developed, prepared, furnished, or delivered in the prosecution of the Design Work.

H. The Design-Build Entity is responsible for preparation of the Construction Documents for the entire Project. The Design-Build Entity is responsible for construction of the entire Project as required by the Contract Documents.

6.4 Labor; Working Hours.

A. The Design-Build Entity shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Design-Build Entity shall at all times maintain good discipline and order at the Site. The Design-Build Entity will provide all labor needed to complete the Work within the Contract Times.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, which are defined as hours between 7:00 a.m. and 3:30 p.m. any day Monday through Friday of any week except on Holidays and/or during Schedule Constraints defined in the Contract Documents. The Design-Build Entity will not permit the performance of Work on a Saturday, Sunday, any Holiday or during identified Schedule Constraints without District's written consent given after prior written notice to District's Representative. The Design-Build Entity shall be responsible for, and shall reimburse District for, all inspection costs outside regular working hours, including overtime.

6.5 Progress Meetings.

A. The Design-Build Entity shall schedule and hold regular on-Site progress meetings at least weekly and at other times as requested by the District or as required by progress of the Work. The Design-Build Entity, District's Representative, and all Subcontractors active on the Site shall attend each meeting. The Design-Build Entity may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. District's Representative will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Design-Build Entity shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

6.6 Cost-Loaded CPM Progress Schedule and Recovery Schedule.

A. Design-Build Entity shall adhere to the Project Schedule, which shall be a cost-loaded CPM progress schedule established in accordance with the Contract Documents as it may be adjusted from time to time as provided below:

1. Design-Build Entity shall submit to District's Representative for acceptance proposed adjustments in the Project Schedule that will not result in changing the Guaranteed Completion Date. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Project Schedule that will change the Guaranteed Completion Date shall be submitted in accordance with the requirements of the Contract Documents. Adjustments in the Guaranteed Completion Date may only be made by a Change Order.

3. Should any of the following conditions exist, District may require Design-Build Entity to prepare, at no extra cost to District, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the Guaranteed Completion Date:

   a. The Design-Build Entity's monthly progress report indicates delays that are, in the opinion of District, of sufficient magnitude that District questions the Design-Build Entity's ability to complete the Work;

   b. The Project Schedule shows the Design-Build Entity to be thirty (30) or more Days behind the critical path at any time during construction;

   c. The Design-Build Entity desires to make changes in the logic or the planned duration of future activities of the Project Schedule which, in the opinion of District, are major in nature.

   d. The recovery schedule shall include proposed revisions to the Project Schedule, demonstrating how Design-Build Entity intends to achieve all contractual milestones including contract completion within the Guaranteed Completion Date. The submittal shall include a narrative describing the actions planned by the Design-Build Entity to recover the schedule.

e. Design-Build Entity shall submit the recovery schedule within seven (7) Days of District's request:

(i) If Design-Build Entity asserts that District is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of District's request will be considered a concurrent delay event attributable to Design-Build Entity, and Design-Build Entity shall only be entitled to non-compensable adjustments to the Guaranteed Completion Date.

(ii) If Design-Build Entity is responsible for the delay, this provision will not limit or affect Design-Build Entity's liability and failure to submit the recovery schedule with seven (7) Days of District's request may result in District withholding progress payments or other amounts due under the Contract Documents.

f. Design-Build Entity is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence.

g. Regardless of whether District directs Design-Build Entity to prepare a recovery schedule pursuant to this Article, Design-Build Entity shall promptly undertake appropriate action at no additional cost to District to recover the schedule whenever the current Project Schedule shows that the Design-Build Entity will not achieve a milestone and/or complete the Work within the Guaranteed Completion Date.

B. Unless otherwise specified in the Contract Documents, Design-Build Entity shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work within the Guaranteed Completion Date.

C. Failure of District's Representative to discover errors or omissions in schedules that it has reviewed, or to inform the Design-Build Entity that the Design-Build Entity, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Project Schedule shall not relieve the Design-Build Entity from its sole responsibility to perform and complete all Work on the Project within the Guaranteed Completion Date and shall not be a cause for an adjustment of the Guaranteed Completion Date or the GMP.

D. The Design-Build Entity shall perform all Work on the Project in accordance with the current accepted Project Schedule.

6.7 Materials.

A. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the

Contract Documents. All materials furnished by the Design-Build Entity shall be of the most suitable grade for the purpose intended considering strength, ductility, durability, and best industry practice.

B. All special warranties and guarantees required by the Contract Documents shall expressly run to the benefit of District. If required by District's Representative, Design-Build Entity shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

D. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Design-Build Entity shall be entirely responsible for damage or loss by weather or other causes to materials or Work until District has accepted the Work. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of District or any independent contractor.

E. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to District free from any claims, liens, or encumbrances.

F. Inspection of Materials.

1. Materials furnished by the Design-Build Entity which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by District's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Design-Build Entity shall submit to District's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Design-Build Entity shall inform District's Representative, in writing, the date the material is to be manufactured.

3. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Design-Build Entity will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to District's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

6.8 Submittals.

A. Industry Standard Submittals.

1. Design-Build Entity will identify in the Construction Documents all industry standard submittals for all materials, systems, and equipment incorporated into the Work.

B. Schedule of Submittals.

1. Design-Build Entity will prepare and deliver a Schedule of Submittals to District's Representative that has been fully integrated with the Cost-Loaded CPM Progress Schedule and identifies each Submittal required by the Construction Documents as well as the date on which Design-Build Entity will deliver each Submittal to District's Representative. Each Submittal must be delivered to District's Representative at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Design-Build Entity is responsible for any schedule delays resulting from the Submittal process.

2. Design-Build Entity must submit all submittals required by the Construction Documents in accordance with the Schedule of Submittals. If Design-Build Entity fails to submit the submittals in accordance with the Schedule of Submittals, Design-Build Entity will be solely liable for any delays or impacts caused by the delayed submittal, whether direct or indirect. Design-Build Entity will be liable for the time calculated from the date the submittal is due until the date a compliant submittal is made. A compliant submittal will be one that is complete and satisfies the requirements of the Contract Documents.

3. Where a Submittal, Shop Drawing or Sample is required by the Construction Documents, any related Work performed prior to District's Representative's review and approval of the pertinent Submittal will be at the sole expense and responsibility of the Design-Build Entity.

C. Submittal Procedures.

1. The Design-Build Entity will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

a. Transmit three (3) copies of each with a Submittal Transmittal.

b. Transmittals will be sequentially numbered. The Design-Build Entity to mark revised Submittals with original number and sequential alphabetic suffix.

c. Each Submittal will identify the Project, the Design-Build Entity, Subcontractor and supplier, pertinent Construction Document and detail number, and specification section number appropriate to the Submittal.

d. The Design-Build Entity must sign each Submittal, certifying that it has reviewed and approved the Submittal, verified products required, field

dimensions, adjacent construction work, and that coordination of information is according to requirements of the Project and Contract Documents.

e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

f. When a Submittal is revised for resubmission, the Design-Build Entity shall promptly address District comments and resubmit. The Design-Build Entity shall identify changes made since previous submission.

g. District's review of Submittals shall not relieve the Design-Build Entity from responsibility for deviations from the Contract Documents unless the Design-Build Entity has, in writing, called District's attention to such deviations at time of submission and District's has taken no exception to the deviation. District's review of Submittals shall not relieve the Design-Build Entity from responsibility for errors in the Submittals.

h. Submittals not required by the Construction Documents or requested by District's Representative will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by District's Representative. Delays resulting from incomplete submittals are not the responsibility of District's Representative.

j. The Design-Build Entity shall not be entitled to any extension of the Guaranteed Completion Date as a result of the Submittal process.

6.9 Shop Drawing and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Design-Build Entity shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to the Design-Build Entity's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, the Design-Build Entity shall give District's Representative specific written notice of any variations that the Shop Drawing or Sample may have

from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to District's Representative for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show District's Representative the services, materials, and equipment Design-Build Entity proposes to provide and to enable District's Representative to review the information Representative for assessing conformance with information given and design concept expressed in Contract Documents. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction. Design-Build Entity shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples.

1. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable District's Representative to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. District's Representative's Review.

1. District's Representative will review Shop Drawings and Samples in accordance with the Schedule of Submittals. District's Representative's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. District's Representative's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of design or construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. District's Representative's review and acceptance shall not relieve the Design-Build Entity from responsibility for any variation from the requirements of the Contract Documents unless District's Representative has given written

approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

F. The Design-Build Entity shall make corrections required by District's Representative and shall return three (3) corrected copies of Shop Drawings and Product Data, and submit, as required, new Samples for review and approval. The Design-Build Entity shall direct specific attention in writing to revisions other than the corrections called for by District's Representative on previous Submittals. District will review the first resubmittal of Shop Drawings at its cost. District reserves the right to reduce the GMP by Change Order for its cost for any subsequent reviews of Shop Drawing resubmittals.

6.10 Construction Documents.

A. Construction Documents.

1. The A/E shall design the building systems and prepare the Construction Documents. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. District's review of the Construction Documents shall be conducted in accordance with the approved Project Schedule with procedures set forth in this Article. Such review shall not relieve the Design-Build Entity from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by District of any deviation from, or of the Design-Build Entity's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the Document submitted by the Design-Build Entity and approved by District.

2. However, it is acknowledged by the parties hereto that inherent in a Design-Build concept, PDCR or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design-Build Entity will submit the Construction Document packages to District for review and approval in accordance with the agreed upon schedule, unless otherwise approved in writing by District. The Project Schedule shall indicate the times for District to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

3. The Design-Build Entity shall submit completed packages of the Construction Documents for review by District at the times indicated on the Project Schedule and as defined in the Scheduling Specification. Meetings between the Design-Build Entity and District to review the Construction Document packages, shall be scheduled at least every two weeks, or as otherwise agreed to by the parties, and held so as not to delay Work on the Project. The Design-Build Entity will conduct these design meetings with District in accordance with the schedule approved by District. The Design-Build Entity will be responsible for preparing and circulating for the parties review, design meeting minutes from all such meetings.

B. Field Engineering.

1. The Design-Build Entity shall retain and pay expenses of a civil engineer or land surveyor to establish on the Project site the required reference points and benchmarks, establish building lines and elevations, check for building framing, plumbness, and establish on building frame the required basic grid lines. The engineer or land surveyor shall be properly licensed in the State of California.

2. The Design-Build Entity shall locate and protect control points prior to starting Work on the Project site and preserve permanent reference points during construction, and shall require the engineer or surveyor to replace control points which become lost or destroyed.

C. Geotechnical and Survey.

1. District may provide a geotechnical report to Design-Build Entity that shall not be considered a part of the Contract Documents and shall be informational only and may not be relied upon by Design-Build Entity to form its basis of design. Design-Build Entity shall be responsible for obtaining its own geotechnical report which includes supporting data, findings and recommendations; and also with a legal description and a project survey, as necessary, which shall become a part of the Contract Documents. The Design Work shall be consistent with both the findings and recommendations of the Design-Build Entity's geotechnical report and legal description and Project survey, or such other geotechnical recommendations obtained by Design-Build Entity at its sole cost and expense.

2. The Design-Build Entity shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work.

3. Any additional tests, borings, etc. necessary to support the Construction Documents shall be the responsibility of the Design-Build Entity.

6.11 Dust Control.

A. Design-Build Entity, at its expense, shall maintain all excavations, embankments, haul roads, permanent access rods, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

6.12 Air Pollution.

A. To the extent applicable, Design-Build Entity must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Design-Build Entity shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Design-Build Entity shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other

governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Design-Build Entity, its sub-consultants, or others for whom Design-Build Entity is responsible under its indemnity obligations provided for in this Agreement.

B. The Design-Build Entity shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements. Design-Build Entity shall not discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.

6.13 Patent Fees and Royalties.

A. Design-Build Entity shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of District or District's Representative, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by District in the Contract Documents.

B. To the fullest extent permitted by Applicable Laws, Design-Build Entity shall indemnify, defend, and hold harmless District and District's Representative, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents or specified in the Contract Documents and identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.14 Permits and Licenses.

A. Design-Build Entity shall obtain and pay for all permits and licenses required for the Work, including excavation permit, building permit and permits for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than District.

B. The Design-Build Entity shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Design Work, Drawings, or by governing authorities, except for such off-site inspections identified as District's responsibility in the Contract Documents.

C. Before acceptance of the Work, the Design-Build Entity shall submit all licenses, permits, certificates of inspection and required approvals to District.

6.15 Applicable Laws.

A. Design-Build Entity shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither District nor District's Representative shall be responsible for monitoring Design-Build Entity's compliance with any Applicable Laws. If Design-Build Entity performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Design-Build Entity shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

6.16 Labor Laws and Design-Build Entity's Obligations.

A. Hours of Work.

1. The Design-Build Entity and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work on the Project in accordance with the Construction Schedule and in such a manner to allow for the full and adequate completion of the Project within the Guaranteed Completion Date.

2. Work on the Project shall be performed during regular working hours, except that in the event of an emergency or when required to complete the Work on the Project in accordance with job progress, Work may be performed outside of regular working hours with advance written notice to District. Permissible working hours shall be between 7:00 a.m. to 3:30 p.m. and shall not be changed except with consent of District.

3. Eight (8) hours of work shall constitute a legal day's work. The Design-Build Entity and each Subcontractor shall forfeit, as penalty to District, twenty-five dollars ($25) for each worker employed in the execution of Work on the Project by the Design-Build Entity or any Subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

4. If the work done after hours is required by the Contract to be done outside the Design-Build Entity's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by District. If District allows the Design-Build Entity to do Work outside regular working hours for the Design-Build Entity's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by District and deducted from the next progress payment. If the Design-Build Entity elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by District and deducted from the next progress payment.

5. No Work on the Project or other activities by or on behalf of the Design-Build Entity which presents a hazard or unreasonable disruption to District staff shall be allowed during normal working hours. The determination as to whether Work on the Project or some other activity presents a hazard or constitutes an unreasonable

disruption to District staff shall be made by and pursuant to the sole discretion of a representative of District. All Work on the Project or other activities which could present a hazard or unreasonable disruption to District staff shall be performed before or after normal working hours, on weekends, or on an District recognized holiday. Neither the Design-Build Entity nor its Subcontractors or anyone working on behalf of the Design-Build Entity or Subcontractors shall be entitled to additional compensation or an extension of the Guaranteed Completion Date for having to arrange their Work schedule so as not to violate the provisions of this Article 6.17A. The Design-Build Entity, Subcontractors and persons working on behalf of the Design-Build Entity shall be expected to arrange such Work and other activities in advance so as to avoid creating monetary or time impacts.

B. Wage Rates, Travel, and Subsistence.

1. The Design-Build Entity is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Work on the Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, the Design-Build Entity agrees to fully comply with such Prevailing Wage Laws. District has obtained the prevailing wage rates from the Director of the Department of Industrial Relations, State of California. Copies of the prevailing wage rates are on file at District's office and shall be made available to any interested party on request. the Design-Build Entity shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Project available to interested parties upon request, and shall post copies at the Design-Build Entity's principal place of business and at the Project site. The Design-Build Entity shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. Pursuant to Labor Code Section 1775, the Design-Build Entity is hereby advised that in the event that the Design-Build Entity fails to pay prevailing wages, the Design-Build Entity will be held liable for penalties and for shortfalls in wages and such amounts may be withheld from progress payments. the Design-Build Entity and each Subcontractor shall forfeit as a penalty to District not more than two hundred dollars ($200) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Design-Build Entity.

3. The Design-Build Entity shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

C. Labor Compliance/Payroll Records.

1. Pursuant to Labor Code Section 1776, the Design-Build Entity and each Subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Project. The Design-Build Entity shall certify under penalty of perjury that records maintained and submitted by the Design-Build Entity are true and accurate. The Design-Build Entity shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Design-Build Entity and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR. This may include electronic submission. Design-Build Entity shall ensure full compliance with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement and all other applicable labor law.

3. Any stop orders issued by the DIR against Design-Build Entity or any Subcontractor that affect Design-Build Entity's performance of Work, including any delay, shall be Design-Build Entity's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Design-Build Entity caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Design-Build Entity shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Design-Build Entity or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Design-Build Entity at a time designated by the District. The Design-Build Entity shall also provide the following:

    a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement 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 Design-Build Entity awarded the Contract or performing the contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article 6.17C, the Design-Build Entity shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this Article 6.17C. Should noncompliance still be evident after such ten (10) day period, the Design-Build Entity shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of DIR, such penalties shall be withheld from contract payments.

8. In submitting the Proposal on this Project, it shall be the Design-Build Entity's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and Applicable Law in its Proposal.

9. The Design-Build Entity shall include provisions of this Article 6.17C in all Subcontracts and require Subcontractors to comply with these provisions at no additional cost to District.

D. Apprentices.

1. The Design-Build Entity's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Design-Build Entity or any Subcontractor. The Design-Build Entity shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

E. Nondiscrimination.

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Design-Build Entity and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Design-Build Entity will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

F. Workers' Compensation.

1. Pursuant to Labor Code section 1860, Design-Build Entity shall secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code section 3700. By its signature hereunder, Design-Build Entity certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work.

G. Public Works Registration.

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Design-Build Entity and its Subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Design-Build Entity represents that it is aware of the registration requirement and is currently registered with the DIR. Design-Build Entity shall maintain a current registration for the duration of the Project. Design-Build Entity shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any Subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

H. Skilled and Trained Workforce

1. The Design-Build Entity (DBE) acknowledges that the Project is subject to the skilled and trained workforce requirements of Public Contract Code Sections 22185.3 and 2600 through 2603, as applicable.

2. The DBE shall provide and maintain an enforceable commitment that the DBE and its subcontractors at every tier shall use a skilled and trained workforce, as defined in Public Contract Code Section 2601, to perform all Work on the Project falling within an apprenticeable occupation in the building and construction trades.

3. The DBE shall incorporate this requirement into all applicable construction subcontracts at every tier and shall be responsible for obtaining and documenting compliance by its subcontractors.

4. The DBE shall submit monthly compliance reports to the District demonstrating compliance with Public Contract Code Section 2602, including the required apprenticeship graduation information and supporting documentation. Reports shall be submitted in the form and within the time established by the District and shall comply with all applicable statutory requirements.

5. Failure to submit complete reports or demonstrate compliance shall be addressed in accordance with Public Contract Code Sections 2602 and 2603, including applicable payment withholding, corrective action, and statutory enforcement provisions.

6. Where a qualifying Project Labor Agreement satisfies an applicable statutory exception under Public Contract Code Section 22185.3(b)(2), the requirements of this provision shall be administered consistently with that exception and applicable law.

6.17 Debarment

A. Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a

subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Design-Build Entity shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

6.18 Taxes.

A. The Design-Build Entity shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Law of the place of the Project which are applicable during the performance of the Project. In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which the Design-Build Entity will be responsible.

6.19 Use of Site and Other Areas.

A. Limitation on Use of Site and Other Areas. The Design-Build Entity shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, or to the District or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. Should any claim be made by any such District or occupant because of the performance of the Work, Design-Build Entity shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

B. Removal of Debris. During the progress of the Work Design-Build Entity shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws.

C. Cleaning. Prior to Completion of the Work, Design-Build Entity shall clean the Site and the Work and make it ready for utilization by District. At the completion of the Work Design-Build Entity shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures. Design-Build Entity shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Build Entity subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.20 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Design-Build Entity. Design-Build Entity shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Design-Build Entity shall remove all temporary

distribution systems. All permanent meters installed shall be listed in the Design-Build Entity's name until the Work is accepted. If Work is to be performed in existing District's facilities, Design-Build Entity may, to the extent authorized by District in writing, use District's existing utilities. If Design-Build Entity uses District utilities, it shall compensate District for utilities used.

6.21 Record Drawings.

A. Design-Build Entity shall maintain in a safe place at the Site one record copy of the Contract Documents and written interpretations and clarifications in good order and annotated to show changes made during construction. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

B. Record drawings shall be accessible to District's Representative at all times during the construction period. Upon Completion of the Project and as a condition of final acceptance, the Design-Build Entity shall finalize and deliver a complete set of record drawings to District's Representative. The information submitted by the Design-Build Entity will be assumed to be correct, and the Design-Build Entity shall be responsible for, and liable to District, for the accuracy of such information, and for any errors or omissions which may or may not appear on the record drawings.

6.22 Safety and Protection.

A. Design-Build Entity shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Design-Build Entity shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design-Build Entity shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of

Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Design-Build Entity shall comply with the applicable requirements of District's safety programs, if any. Design-Build Entity shall inform District and District's Representative of the specific requirements of Design-Build Entity's safety program with which District's and District's Representative's employees and representatives must comply while at the Site.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Build Entity.

6.23 Safety Representative.

A. Design-Build Entity shall designate an OSHA-certified and experienced safety representative at the Project site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Design-Build Entity shall provide District's Representative the name and contract information of the safety representative in writing. Design-Build Entity shall provide District's Representative the name and contact information of the safety representative in writing.

6.24 Hazard Communication Programs.

A. Design-Build Entity shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Project site in accordance with Applicable Laws.

6.25 Emergencies.

A. In an emergency affecting safety of life or of Work or of adjoining property, Design-Build Entity, without special instruction or authorization from District, shall act to prevent such threatened loss or injury; and Design-Build Entity shall so act, without appeal, if directed or instructed by District. Any compensation claimed by Design-Build Entity on account of emergency work shall be determined in accordance with the Contract Documents.

6.26 Guarantee.

A. The Design-Build Entity unconditionally guarantees all Work on the Project will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of one (1) year from the date of Project Completion, unless a longer guarantee period is specifically called for in the Contract Documents. However, a shorter guarantee period shall apply to landscape plants, trees, turf, etc. Trees or shrubs greater than one gallon in size at the time of planting shall be guaranteed for one (1) year, and all other plant material shall be guaranteed for six (6) months. The Design-Build Entity shall repair or replace any and all Work, together with any adjacent work that may have been damaged or

displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to District; ordinary wear and tear and abuse excepted.

B. The Design-Build Entity further agrees, within fourteen (14) Days, or as such shorter period as may be designated for emergency repairs, after being notified in writing by District, of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work on the Project, that the Design-Build Entity shall commence and execute, with due diligence, all Work necessary to fulfill the terms of the guarantee. If District finds that the Design-Build Entity fails to perform any of the Work under the guarantee, District may elect to have the Work completed at the Design-Build Entity's expense and the Design-Build Entity will pay costs of the Work upon demand. District will be entitled to all costs, including reasonable attorneys' fees and consultants' expenses necessarily incurred upon the Design-Build Entity's refusal to pay the above costs.

C. Where Defective Work (or damage to other Work resulting therefrom) has been corrected or removed and replaced, the Warranty period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

D. Design-Build Entity's obligations under this Article are in addition to any other obligation or warranty and do not limit District's rights and remedies pursuant to California Code of Civil Procedure sections 337.10 and 337.15. or any other Applicable Law.

E. Notwithstanding the foregoing provisions, in the event of an emergency constituting an immediate hazard to health or safety of District employees, property, or licensees, District may undertake, at the Design-Build Entity's expense and without prior notice, all Work necessary to correct such condition(s) when it is caused by Work of the Design-Build Entity not being in accordance with the requirements of the Contract Documents.

6.27 Warranty.

A. The Design-Build Entity warrants to District that any and all materials, equipment and furnishings incorporated in the Project will be of good quality and new unless otherwise required or permitted by the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranty excludes improper operation, or normal wear and tear under normal usage under the control of District. Such warranty shall exclude warranties relating to design, warranty of fitness, and any other express or implied warranties other than as set forth herein or in the Contract Documents; provided, however, that the foregoing shall not impair the rights of District to maintain an action for breach of contract against the Design-Build Entity. Nothing contained in these Contract Documents pertaining to warranty or guarantee shall be construed as limiting any other rights District may have at law, including rights for latent defects under Code of Civil Procedure Section 337.15.

6.28 Indemnification.

A. To the fullest extent allowed by law (including without limitation Civil Code Sections 2782 and 2782.8), the Design-Build Entity shall defend (with counsel of District's choosing), indemnify and hold District, its officials, officers, agents, employees, and representatives free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with any acts, omissions or willful misconduct of Design-Build Entity, its officials, officers, employees, agents, consultants, contractors, and Subcontractors arising out of or in connection with the performance of the Work or this Contract, including claims made by Subcontractors for nonpayment, and including without limitation the payment of all attorney's fees and other related costs and expenses except to the extent caused by the sole or active negligence or willful misconduct of the District. The Design-Build Entity shall defend, at the Design-Build Entity's own cost, expense and risk, with counsel of District's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. The Design-Build Entity shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. The Design-Build Entity shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Design-Build Entity agrees to pay, or reimburse District and District's Representative, for regulatory agency or court imposed fees, fines, or penalties imposed on District and District's Representative arising from the Design-Build Entity's failure to complete the Project in a timely manner and/or in accordance with the Contract Documents and any applicable permits or Applicable Laws. The Design-Build Entity's responsibility and obligation to pay, or reimburse District and District's Representative, for these fees, fines, or penalties shall be in addition to the assessment of liquidated damages for late completion of the Project. This indemnity provision shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Build Entity.

B. If the Design-Build Entity's obligation to defend, indemnify, and/or hold harmless arises out of the Design-Build Entity's performance as a "design professional" (as that term is defined under Civil Code Section 2782.8), then, and only to the extent required under Civil Code Section 2782.8, which is fully incorporated herein, the Design-Build Entity's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design-Build Entity, and, upon Design-Build Entity obtaining a final adjudication by a court of competent jurisdiction, Design-Build Entity's liability for such claim, including the cost to defend, shall not exceed the Design-Build Entity's proportionate percentage of fault.

C. In claims against any person or entity indemnified under this Article that are made by an employee of the Design-Build Entity or any Subcontractor, a person indirectly employed by the Design-Build Entity or any Subcontractor, or anyone for whose acts

the Design-Build Entity or any Subcontractor may be liable, the indemnification obligation under this Article shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations.

D. In the event the Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed in this Article.

E. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

6.29 Superintendent.

A. The Design-Build Entity shall employ a competent Superintendent satisfactory to District who shall be in attendance at the Project site at all times during the performance of the Construction Work. Superintendent shall represent the Design-Build Entity and communications given to, and received from, Superintendent shall be binding on the Design-Build Entity. Superintendent must be able to proficiently speak, read and write in English. Failure to maintain a Superintendent on the Project site at all times Work on the Project is in progress shall be considered a material breach of this Contract, entitling District to terminate the Contract or, alternatively, issue a Suspension Order until the Superintendent is on the Project site. If, by virtue of issuance of said Suspension Order, the Design-Build Entity fails to complete the Contract by the Guaranteed Completion Date, the Design-Build Entity will be assessed Liquidated Damages in accordance with the Contract.

B. Any changes to the assignment of the Superintendent shall receive prior written approval from District. The Superintendent may not perform the work of any trade, pick up materials, or perform any work not directly related to the supervision and coordination of the Construction Work at the Project site when work is in progress. In addition, the Design-Build Entity will provide all key personnel identified in the Contract for the time periods stipulated.

6.30 Project Staffing.

A. The Design-Build Entity and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work on the Project; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled and fit workers on the job to complete all Work on the Project in accordance with all requirements of the Contract.

B. District shall have the right, but not the obligation, to require the removal from the Project of the Design-Build Entity's Representative, or any other superintendent, staff

member, agent, or employee of any contractor, Subcontractor, material or equipment supplier, or any other entity working on the Project. Removal may be required for any reason designated by District, including but not limited to, failure or refusal to perform Work on the Project in a manner acceptable to District, uncooperative or incompetent performance on the Project, threatening the adequate or timely completion of the Project, or threatening the safety of persons or property.

6.31 Compliance With State Storm Water Permit for Construction.

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Design-Build Entity hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Proposal accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Design-Build Entity shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the District's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Boards (Santa Ana and San Diego Regions) Order No. R8-2009-0030 (NPDES Permit No. CAS 618030), Order No. R9-2009-0002, Order No. R8-2009-0045, Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100, and State Water Resources Control Board Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ, and any amendment or renewal thereof.

C. The Design-Build Entity shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Design-Build Entity shall be responsible for filing the Notice of Intent and for obtaining the Permit. If applicable, the Design-Build Entity shall be solely responsible for preparing and implementing a Stormwater Pollution Prevention Plan ("SWPPP") prior to initiating work on the Project. It shall be the Design-Build Entity's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP to address storm water impacts. The Design-Build Entity shall comply with all requirements of the State Water Resources Control Board. The Design-Build Entity shall include all costs of compliance with specified requirements in the Price. For those Sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Permit, the Design-Build Entity shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with California Regional Water Quality Control Board Order No. R8-2009-0030, Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100 and any amendment or renewal thereof.

D. The Design-Build Entity shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. The Design-Build Entity shall provide copies of all reports and monitoring information to the District's Representative. The Design-Build Entity shall comply with the lawful requirements of any applicable municipality, the County, drainage authority, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

E. Failure to comply with laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in this Contract, Design-Build Entity agrees to indemnify and hold harmless the District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District reserves the right to defend any enforcement action or civil action brought against the District for Design-Build Entity's failure to comply with any applicable water quality law, regulation, or policy. Design-Build Entity hereby agrees to be bound by, and to reimburse the District for the costs associated with, any enforcement action and/or settlement reached between the District and any relevant enforcement entity.

6.32 Monthly Report.

A. The Design-Build Entity shall prepare and submit to District, during both the Pre-Construction Phase and the Construction Phase, monthly reports on the Work accomplished during the prior monthly period. Such reports shall be prepared in a manner and in a format approved by District. Reports shall be furnished at the time of submission of each monthly application for payment. The monthly report shall also set forth the Design-Build Entity's projected progress for the forthcoming month.

6.33 Other Reports.

A. The Design-Build Entity will cooperate with District in preparing, or causing to be prepared, all or part of, periodic project reports required by state or federal agencies.

6.34 Notice of Labor Dispute.

A. If the Design-Build Entity has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of Work on the Project, the Design-Build Entity shall immediately give written notice including all relevant information to District.

B. The Design-Build Entity agrees to insert the substance of this Article 6.36 in any subcontract to which a labor dispute may delay the timely performance of Work on the Project, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute,

the Subcontractor shall immediately notify the next higher tier Subcontractor or the Design-Build Entity, as the case may be, of all relevant information concerning the dispute.

6.35 Documents and Samples At Project Site.

A. The Design-Build Entity shall maintain the following at the Project site:

1. One current copy of the Contract Documents (including Construction Documents), in good order and marked to record current changes and selections made during construction.

2. One copy of the prevailing wage rates applicable to the Project.

3. The current accepted Project Schedule.

4. Shop Drawings, Product Data, and Samples.

5. All other required submittals.

6.36 Cutting, Fitting, and Patching.

A. The Design-Build Entity shall do all cutting, fitting, or patching work required to make all parts of the Project come together properly and to allow the Project to receive or be received by the work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents. The Design-Build Entity shall not endanger the Project, or adjacent property by cutting, digging, or otherwise. The Design-Build Entity shall not cut or alter the work of any Separate Contractor without the prior written consent of District's Representative.

6.37 Access to Work.

A. District, District's Representative, their consultants, and other persons authorized by District will at all times have access to the Work on the Project wherever it is in preparation or progress. The Design-Build Entity shall provide safe and proper facilities for such access and for inspection.

6.38 Concealed Or Unknown Conditions.

A. Except and only to the extent provided otherwise in Articles 9 and 10, by signing the Contract, the Design-Build Entity agrees:

1. To bear the risk of concealed or unknown conditions reasonably discoverable or foreseeable through the investigations and validation required in Phase 1. The District may separately authorize targeted investigations during Phase 1 as provided in Attachment 1. Conditions materially differing from those reasonably foreseeable at the conclusion of Phase 1 shall be evaluated under the Contract change procedures.

2. To bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Contract, as described in the Contract Documents,

and/or can reasonably be inferred by the Design-Build Entity based on its experience and expertise; and

3. That the Design-Build Entity's GMP for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of concealed or unknown conditions, the Design-Build Entity understands that, except and only to the extent provided otherwise in Articles 9 and 10, concealed and/or unknown conditions shall not excuse the Design-Build Entity from its obligation to achieve full completion of the Project within the Guaranteed Completion Date, and shall not entitle the Design-Build Entity to an adjustment of the GMP.

B. Where concealed or unknown conditions materially differ from the conditions reasonably foreseeable based on the Phase 1 investigations and information available at GMP establishment, the Design-Build Entity shall promptly notify the District's Representative and provide supporting evidence. If District agrees with the evidence provided and reasons thereof, District will issue a Change Order modifying the Contract to provide for the change in design details and to provide for an adjustment in the GMP and/or Guaranteed Completion Date pursuant to Articles 9 and 10 following receipt of a Change Order Request.

C. If the Design-Build Entity encounters concealed or unknown conditions that differ materially from those anticipated or expected, the Design-Build Entity shall notify District's Representative within three (3) Days in writing of such conditions. Design-Build Entity shall be liable to District for any extra costs incurred as a result of the Design-Build Entity's failure to give such notice. Design-Build Entity's failure to give such notice shall constitute a waiver by Design-Build Entity of any additional compensation.

6.39 Liability for and Repair of Damaged Work.

A. Design-Build Entity shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to District's acceptance of the Project as fully completed.

6.40 Environmental Quality Protection

A. Landscape and Vegetation Preservation

1. The Design-Build Entity shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition

that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

B. Protected Species

1. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Design-Build Entity shall notify the District Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to District within 2 Days. The Design-Build Entity shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the District Representative, Design-Build Entity will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any District directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by District or the Design-Build Entity due to unreasonable or false notification of an endangered plant or animal will be borne by the Design-Build Entity.

C. Preservation of Historical and Archeological Resources

1. If, in the performance of the Work, Design-Build Entity should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Design-Build Entity notify the District Representative immediately, giving the location and nature of the findings. The Design-Build Entity shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the District Representative, Design-Build Entity will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. The Design-Build Entity shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any District directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Design-Build Entity, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Design-Build Entity shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Design-Build Entity shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological

resources) as a result of unauthorized activities that damage cultural resources and shall indemnify District pursuant to the Contract Documents.

6.41 Technical Manuals; Spare Parts.

A. The Design-Build Entity shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by District's operation and maintenance staff. The Design-Build Entity shall furnish to District six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

B. The Design-Build Entity shall furnish to District six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by District in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist District in ordering. The Design-Build Entity shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

6.42 CARB Compliance.

A. Design-Build Entity shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("CARB Regulation").

B. Throughout the Project, and for three (3) years thereafter, Design-Build Entity shall make available for inspection and copying any and all documents or information associated with Design-Build Entity's and its Subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information Design-Build Entity is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from District.

C. Design-Build Entity shall be solely liable for any and all costs associated with compliance with the CARB Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless District, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the CARB Regulation.

ARTICLE 7 - OTHER WORK AT THE PROJECT SITE

7.1 Related Work At Project Site.

A. Nothing contained in the Contract Documents shall be interpreted as granting to Design-Build Entity exclusive occupancy at the Project site. District reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Project site, including portions of Work on the Project which have been deleted by Change Order. The Design-Build Entity shall cooperate with District's employees or through other direct contracts, or have other work performed by utility owners (collectively, "Other Contractors"). If such other work is not noted in the Contract Documents, then written notice thereof will be given to the Design-Build Entity prior to starting any such other work. The Design-Build Entity shall participate with District and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. The Design-Build Entity shall make necessary revisions to the Project Schedule after such joint review.

B. Design-Build Entity shall be solely responsible for all costs associated with coordinating its Work with Separate Contractors. Design-Build Entity shall not be entitled to additional compensation from District for damages resulting from such simultaneous, collateral, and essential Work. If necessary to avoid or minimize such damage or delay, Design-Build Entity shall redeploy its work forces to other parts of the Work, or adjust its Work schedule including reasonable acceleration of the Work. If a portion of the Work on the Project is dependent upon the proper execution or results of other construction or operations by District or Separate Contractors, the Design-Build Entity shall inspect such other design or construction or operations before proceeding with that portion of the Work on the Project. The Design-Build Entity shall promptly report to District's Representative apparent discrepancies or defects which render the other design, construction or operations unsuitable to receive the Work on the Project. Unless otherwise directed by District's Representative, the Design-Build Entity shall not proceed with the portion of the Work on the Project affected until apparent discrepancies or defects have been corrected. Failure of the Design-Build Entity to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by District or Separate Contractors is suitable to receive the Work on the Project, except as to defects not then reasonably discoverable.

C. Design-Build Entity shall afford each Separate Contractor proper and safe access to the Project site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Design-Build Entity shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Design-Build Entity shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Build Entity may cut or alter others' work with the written consent of District's Representative and the others whose work will be affected.

D. If the proper execution or results of any part of Design-Build Entity's Work depends upon work performed by Separate Contractors, Design-Build Entity shall inspect such other work and promptly report to District's Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Design-Build Entity's Work. Design-Build Entity's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Design-Build Entity's Work except for latent defects and deficiencies in such other work.

E. If any claims are made by Separate Contractors arising out of Design-Build Entity's performance of the Work, Design-Build Entity shall be responsible to immediately resolve the dispute and indemnify District pursuant to the Contract Documents.

F. District's Representative shall arrange meetings with Separate Contractors performing work to plan coordination of construction activities but will not be responsible to direct coordination efforts. Any difference or conflict arising between Design-Build Entity and any Separate Contractor shall be submitted to District's Representative for a decision in the matter. Design-Build Entity shall comply with direction from District's Representative whose decision on coordination matters will be final.

7.2 For Delays by Others.

A. By entering into this Contract, Design-Build Entity acknowledges that there may be Separate Contractors on the Project site whose work will be coordinated with that of Design-Build Entity. Design-Build Entity expressly warrants and agrees that Design-Build Entity will cooperate with Separate Contractors and will do nothing to delay, hinder, or interfere with the work of Separate Contractors, District, or District's Representative. Design-Build Entity also expressly agrees that, in the event its Work is hindered, delayed, interfered with, or otherwise affected by a Separate Contractor, its sole remedy will be a direct action against the Separate Contractor. Design-Build Entity will have no remedy, and hereby expressly waives any remedy, against District or District's Representative on account of delay, hindrance, interference, or other event caused by Separate Contractor.

7.3 Design-Build Entity's Delay Or Damage.

A. Design-Build Entity shall be liable to District and any Separate Contractor for the direct delay and disruption costs or damages incurred by such Separate Contractor as a result of Design-Build Entity's wrongful action or inactions.

ARTICLE 8 - SUBCONTRACTORS

8.1 Award of Subcontracts and Other Contracts for Portions of The Work.

A. All Subcontractors shall be retained in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.). The Design-Build Entity shall not, without the consent of District: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the Proposal; or permit any such Subcontractor to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the Proposal. Any assignment or substitution made without the prior written consent of

the awarding authority or not in compliance with the Subletting and Subcontracting Fair Practices Act shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve the Design-Build Entity or its Subcontractors from their obligations under the terms of the Contract. All requests by the Design-Build Entity for substitution will be handled through District's Representative.

B. The Design-Build Entity shall submit to District's Representative after selecting Subcontractors pursuant to an open and competitive process, an updated expanded list of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses and contractor's license numbers. The expanded list of Subcontractors shall be provided and/or updated no later than ten (10) Days after the date which the Design-Build Entity awards a contract for any portion of the Work to a Subcontractor not originally listed in the Design-Build Entity's Proposal.

C. District has the right to request all documentation that supports the Design-Build Entity's selection of a Subcontractor. District shall have the right of final approval as to the qualifications of a Subcontractor to perform its designated scope of Work. Within District's discretion, any Subcontractor may be deemed not qualified to perform Work on the Project if District or District's Representative determines that the Subcontractor fails to meet the requirements of the Contract Documents, or for any other reason.

D. Any increase in the cost of the Work on the Project resulting from the replacement or substitution of a Subcontractor pursuant to this Article or as required by District or District's Representative pursuant to this Article, shall be borne solely by the Design-Build Entity. The Design-Build Entity shall not be entitled to any increase in GMP or an extension of Guaranteed Completion Date due to such replacement or substitution.

E. Any part of the Work on the Project performed for the Design-Build Entity by a Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Design-Build Entity by the terms of the Contract Documents, to assume toward the Design-Build Entity all the obligations and responsibilities which the Design-Build Entity assumes towards the District by the Contract Documents, and to perform such portion of the work on the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of the District under the Contract Documents, with respect to the work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. The Design-Build Entity is responsible for reviewing and coordinating the Work of and among his Subcontractors and Design Professionals. This review and coordination includes, but is not limited to, resolution of any inconsistencies, errors or omissions.

8.2 Early Trade Contractors

A. An "Early Trade Contractor" is a licensed specialty construction subcontractor retained during Phase 1 to provide Design-Assist or Design-Build services. "Design-Assist" means preconstruction technical input without transfer of the Architect/Engineer of Record's design responsibility; "Trade Design-Build" means an expressly delegated design scope performed under appropriate professional licensure. "Trade Target

Price" means the written, scope-defined target construction subcontract amount accepted for price monitoring by District; it is not a GMP, a construction authorization, or an unconditional construction award.

B. The Design-Build Entity (DBE) shall include in each Early Trade Contractor preconstruction agreement: a scope/assumptions schedule; Trade Target Price and cost-reporting milestones; measurable cost-reduction and value-analysis obligations; the obligation to disclose projected overruns promptly; construction-award conditions; and a right to discontinue or decline the construction portion if the trade does not maintain its agreed scope-adjusted target. A Trade Target Price may change only for documented scope changes approved in writing by District, not merely because an estimate has risen.

C. If a trade forecast exceeds the Trade Target Price, DBE shall promptly deliver a variance report with independent supporting estimates, schedule impact, and a recovery plan. District may direct DBE to withhold construction award, and competitively procure the package. Continued Phase 1 services require written authorization. Neither DBE nor the trade has any entitlement to increased GMP or automatic construction award solely by reason of Phase 1 selection.

D. If a California-licensed construction subcontractor provides design services used on this Project but does not perform the corresponding construction subcontract, the parties shall observe the limitation on that subcontractor's design liability applicable code. DBE shall coordinate continued use and completion of design documents through appropriately licensed design professionals, with allocation of design responsibility consistent with applicable law. District shall receive deliverables and documented rights of use consistent with applicable intellectual property law and contract terms.

E. No early trade Phase 1 payment shall be duplicated in the GMP. Any avoided, replaced, or competitively rebid package shall be reconciled transparently in the GMP proposal. The markup rules for change orders and subcontract tiers elsewhere in these General Conditions shall remain applicable; this provision does not authorize additional or compounded markup.

8.3 Contingent Assignment of Subcontracts.

A. The Design-Build Entity hereby assigns to District all its interest in first tier subcontracts now or hereafter entered into by the Design-Build Entity for performance of any part of the Work on the Project. The assignment will be effective upon acceptance by District in writing and only as to those subcontracts which District designates in writing. District may accept said assignment at any time during the course of the Work on the Project and prior to Final Completion in the event of a suspension or termination of the Design-Build Entity's rights under the Contract Documents. Such assignment is part of the consideration to District for entering into the Contract with the Design-Build Entity and may not be withdrawn prior to Final Completion.

ARTICLE 9 - CHANGE IN CONTRACT PRICE; CHANGE IN CONTRACT TIMES

9.1 Contract Change Orders.

A. District, without invalidating the Contract, may order changes in the work consisting of additions, deletions or other revisions, and the GMP and/or Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by written Change Order and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Design-Build Entity indicates the Design-Build Entity's agreement therewith, including any adjustment in the GMP and/or Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the work authorized by the Change Order. No changes in the Work covered by this Contract shall exonerate any surety or any bond given in connection with this Contract. No dispute, disagreement or failure of the Parties to reach agreement on the terms of a Change Order shall relieve the Design-Build Entity from the obligation to proceed with performance of the changed work promptly and expeditiously. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be subject to all terms, conditions and provisions of the original Contract Documents.

B. Design-Build Entity shall promptly execute changes in the Work as directed in writing by District even when the parties have not reached agreement on whether the change increases the scope of Work or affects the GMP or Contract Time, if any. All claims for additional compensation to the Design-Build Entity shall be presented in writing. No claim will be considered after the work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Design-Build Entity. Design-Build Entity shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

9.2 Contract Change Order Procedures.

A. District Directive

1. The District may direct changes in the Work, including deletion of Work, by delivering a written work directive. To the extent the work directive results in a change to the GMP and/or Contract Time, Design-Build Entity must timely submit a Change Order Request and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Design-Build Entity's failure to timely submit a Change Order Request shall constitute a waiver by Design-Build Entity of any adjustment to the GMP and/or Contract Time for work performed under the directive. The District shall not be liable to Design-Build Entity for work performed or omitted by Design-Build Entity in reliance on verbal orders.

2. The District shall have the right to order changes in the Work by a unilateral Change Order setting forth the District's determination of the reasonable additions or savings in the GMP and/or Contract Time.

B. Design-Build Entity Change Order Requests

1. The Design-Build Entity agrees that one of the purposes of the Contract is to minimize the risk for Change Orders and reduce the likelihood of Change Orders. Change Order Requests shall be kept to a minimum.

2. The Design-Build Entity may request changes to the GMP and/or Contract Time for District directed changes in the Work or for Additional Work caused by the acts, errors, or omissions of the District, or caused by unforeseen conditions if, and only if, the Design-Build Entity follows the procedures specified in this Article. Work that should or could have been included as part of the Construction Documents or work resulting from ambiguities in the Construction Documents shall not be considered Additional Work and the District will not issue a Change Order for said work.

3. If Design-Build Entity intends to initiate a Change Order Request, then Design-Build Entity shall provide the District with written notice of the underlying facts and circumstances that give rise to the proposed change. Design-Build Entity shall submit the notice of change/delay prior to performance of the work and no later than five (5) Days after the District's work directive or Design-Build Entity discovers the circumstances causing the need for the Change Order. To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Design-Build Entity shall submit the notice of change and notice of delay concurrently.

4. A Change Order Request will only be deemed timely submitted if it is submitted prior to incurring any expense and within fourteen (14) Days from Design-Build Entity's notice of change/delay.

5. A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment to the GMP and/or Contract Time, if any. The Change Order Request shall include all of the following information (unless inapplicable to the change): A detailed description of the circumstances giving rise to the request; A complete itemized cost proposal, including itemized pricing for costs; Supporting documentation for all costs; A time impact analysis showing the impact of the delay to the critical path to completion; If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and Certification to the accuracy of the Change Order Request under penalty of perjury. The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. The District may demand, and Design-Build Entity shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Design-Build Entity shall provide the requested additional information within five (5) Days of the request.

6. If the District denies the Change Order Request or disagrees with the proposal submitted by Design-Build Entity, it will notify the Design-Build Entity, and the District will provide its opinion of the appropriate change to the GMP and/or Contract Time. If no agreement can be reached, the District shall have the right to order the work by a unilateral Change Order setting forth the District's determination of the reasonable additions or savings in the GMP and/or Contract Time, if any. The District's determination shall become final and binding if the Design-Build Entity fails to submit a Claim in writing to the District within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the District may reasonably require.

C. Change Order Format

1. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. The District may designate the forms to be used for notices, Change Order Requests, and Change Orders. If so designated, Design-Build Entity may only use such forms. Design-Build Entity shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Design-Build Entity may not change or modify the District's Change Order form in an attempt to reserve additional rights.

9.3 Determining Adjustments to Compensation.

A. Limitation on Costs. Design-Build Entity shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

B. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Design-Build Entity and the District.

C. Time and Materials Change Orders. The District may direct the Design-Build Entity to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Design-Build Entity exceeds at its own risk.

D. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Design-Build Entity, the Design-Build Entity's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

E. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows

1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Design-Build Entity establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

2. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer’s invoice.

3. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Design-Build Entity shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the District for the total period of use. The District shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

a. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

b. All equipment shall, in the opinion of the District, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

c. Before construction equipment is used on any Additional Work, the Design-Build Entity shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the District, in duplicate, a description of the equipment and its identifying number.

d. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

4. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

a. "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Design-Build Entity and Subcontractors at cost only, without mark-up. Design-Build Entity shall provide the District with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the District may reasonably request.

b. For Work performed by the Design-Build Entity's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

c. For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Design-Build Entity may add up to five percent (5%) of the Subcontractor's Net Cost.

d. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Design-Build Entity may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

e. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the District exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

f. Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

5. Documentation of Time-and-Material Costs.

a. T&M Daily Sheets. Design-Build Entity must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the District's for an approval signature each day that Work is performed on

a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the District's agreement to Design-Build Entity's entitlement to the cost.

b. T&M Summary Sheet. Design-Build Entity shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Design-Build Entity's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Design-Build Entity's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Design-Build Entity's waiver for any reimbursement of any costs associated with the Additional Work.

c. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Design-Build Entity's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

d. Overhead Cost. Payroll costs and other compensation of Design-Build Entity's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Design-Build Entity whether at the Site or in Design-Build Entity's principal office or any branch office, material yard, or shop for general administration of the Work;

e. Office Expenses. Expenses of Design-Build Entity's principal and branch offices;

f. Capital Expenses. Any part of Design-Build Entity's capital expenses, including interest on Design-Build Entity's capital employed for the Additional Work and charges against Design-Build Entity for delinquent payments;

g. Negligence. Costs due to the negligence of Design-Build Entity or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

h. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Design-Build Entity;

i. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

j. Anticipated Lost Profits. Expenses of Design-Build Entity associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

k. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, burden fluctuation, or other similar methods;

l. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Design-Build Entity, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

m. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

n. Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.4 Design-Build Entity's Wavier of Further Relief.

A. **DESIGN-BUILD ENTITY'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF A CHANGE ORDER REQUEST OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY DESIGN-BUILD ENTITY OF THE RIGHT TO AN ADJUSTMENT OF THE CONTRACT PRICE AND/OR PROJECT COMPLETION DATE ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

B. Design-Build Entity recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the District or available to the District through other means, is not a mere formality but is of crucial importance to the ability of the District to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

9.5 District Reservation of Rights.

A. By signing the Contract, the parties agree that District has the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

1. To order changes in the Work, including without limitation: Changes to correct errors or omissions caused by District, if any, in the Contract Documents; Changes resulting from District's decision to change the Work subsequent to execution of the Contract; and Changes due to unforeseen conditions.

2. To suspend Work on the Project or any part thereof.

3. To delay Work on the Project, including without limitation, delays resulting from the failure of District or District's Representative to timely perform any Contract obligation and delays for District's convenience.

ARTICLE 10 - TIME FOR COMPLETION; LIQUIDATED DAMAGES

10.1 Progress and Completion.

A. The Design-Build Entity shall proceed expeditiously with adequate forces and shall achieve full completion of the Work by the Guaranteed Completion Date. If District's Representative determines and notifies the Design-Build Entity that the Design-Build Entity's progress is such that the Design-Build Entity will not achieve full completion of the Work by the Guaranteed Completion Date, the Design-Build Entity shall immediately and at no additional cost to District, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the entire Project is completed within the Guaranteed Completion Date. Upon receipt of such notice from District's representative, the Design-Build Entity shall immediately notify District's Representative of all measures to be taken to ensure full completion of the Work within the Guaranteed Completion Date. The Design-Build Entity shall reimburse District for any extra costs or expenses (including the reasonable value of any services provided by District's employees) incurred by District as the result of such measures.

10.2 Time for Completion.

A. The time for completion set forth in Contract shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Design-Build Entity in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Guaranteed Completion Date shall not be amended by the District's receipt or acceptance of the Design-Build Entity's proposed earlier completion date. Any difference in time between the Design-Build Entity's early completion and the Guaranteed Completion Date shall be considered a part of the Project float. Design-Build Entity shall not be entitled to compensation, and the District will not compensate Design-Build Entity, for delays which impact early completion. Design-Build Entity shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead

costs) for the period between the time of earlier completion proposed by the Design-Build Entity and the Guaranteed Completion Date.

10.3 Liquidated Damages.

A. If the Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Design-Build Entity shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Design-Build Entity and its surety shall be liable for any liquidated damages. Any money due or to become due the Design-Build Entity may be retained to cover liquidated damages.

10.4 Inclement Weather.

A. Design-Build Entity shall abide by the District's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Design-Build Entity shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

10.5 Extension of Time.

A. Design-Build Entity's entitlement to an extension of the Contract Time is limited to an District-caused extension of the critical path, reduced by the Design-Build Entity's concurrent delays, and established by a proper time impact analysis. Design-Build Entity shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Design-Build Entity (or its Subcontractors or Suppliers). The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Design-Build Entity shall not be entitled to an adjustment in the Contract Times for delays within the control of Design-Build Entity. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design-Build Entity.

10.6 Reverse Liquidated Damages.

A. Consistent with Public Contract Code Section 7102, Design-Build Entity will be compensated for damages incurred due to unreasonable delays to the critical path for which the District is responsible. The parties agree that determining Design-Build Entity's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Guaranteed Completion Date, the District shall pay to the Design-Build Entity the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any District-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Design-Build Entity shall not be entitled to reverse liquidated damages for any change in the Work in which Design-Build Entity is compensated for overhead and profit through a Change Order resulting in a lump sum or allowed mark-up for the Additional Work. The amount

of reverse liquidated damages shall be reduced by Design-Build Entity's concurrent delays.

10.7 Force Majeure.

A. In accordance with Sections 10.5 and 10.6 above, the Design-Build Entity shall not be charged liquidated damages, and the District shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Design-Build Entity will be entitled to a time extension but will not receive an adjustment to the GMP or any other compensation. Such a non-compensable adjustment shall be Design-Build Entity's sole and exclusive remedy for such delays.

10.8 No Damages for Reasonable Delay.

A. The District's liability to Design-Build Entity for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Design-Build Entity in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

10.9 Procedure for Time Extensions and Delay Damages.

A. Design-Build Entity shall not be entitled to any extension of time or any reverse liquidated damages unless Design-Build Entity properly notices the delay and adjustment to compensation and requests a Change Order in accordance with the Contract Documents. Design-Build Entity's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Design-Build Entity's right to a time extension or reverse liquidated damages.

ARTICLE 11 - TEST AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK; NOTICE OF DEFECTS

11.1 Notice of Defective Work.

A. Prompt written notice of all Defective Work of which District or District's Representative has actual knowledge will be given to Design-Build Entity. Defective Work may be rejected, corrected, or accepted as provided in the Contract Documents.

11.2 Access to Work.

A. District, District's Representative, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Project site and the Work at reasonable times for their observation, inspection, and testing. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's safety procedures and programs.

11.3 Tests and Inspections.

A. Design-Build Entity shall give District's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Except as provided by the Contract Documents, District shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.

C. If Applicable Laws of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish District's Representative the required certificates of inspection or approval.

D. Design-Build Entity shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for District and District's Representative's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to District.

E. District will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to District ordinance.

11.4 Uncovering Work.

A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Design-Build Entity without written concurrence of District's Representative, Design-Build Entity shall, if requested by District's Representative, uncover such Work for observation.

B. Uncovering Work shall be at Design-Build Entity's expense unless Design-Build Entity has given District's Representative timely notice of Design-Build Entity's intention to cover the same and District's Representative has not acted with reasonable promptness in response to such notice.

C. If Design-Build Entity has given District's Representative timely notice of Design-Build Entity's intention to cover the work and District's Representative has not acted with reasonable promptness in response to such notice, and District's Representative later considers it necessary or advisable that covered Work be observed by District's Representative or inspected or tested by others, Design-Build Entity, at District's Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as District's Representative may require, that

portion of the Work in question, furnishing all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Design-Build Entity shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and District shall be entitled to an appropriate decrease in the GMP.

2. If the uncovered Work is not found to be defective, Design-Build Entity shall be allowed an increase in the GMP and/or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

11.5 District May Stop The Work.

A. If the Work is defective, District may in its sole discretion order Design-Build Entity to stop the Work, or any portion thereof, until the cause for such order has been eliminated. All delays associated with the stop Work order will be the responsibility of the Design-Build Entity.

11.6 Correction of Defective Work.

A. Promptly after receipt of written notice, the Design-Build Entity shall (1) correct Defective Work that becomes apparent during the progress of the Work on the Project and (2) replace, repair, or restore to District's satisfaction any other parts of the Work on the Project and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. The Design-Build Entity shall promptly commence such correction, replacement, repair, or restoration upon notice from District's Representative or District, but in no case later than fourteen (14) Days after receipt of such notice; and the Design-Build Entity shall diligently and continuously prosecute such correction to completion. The Design-Build Entity shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for District's Representative's services and expenses. The Design-Build Entity shall perform corrective Work on the Project at such times that are acceptable to District and in such a manner as to avoid, to the extent practicable, disruption to District's activities. When correcting Defective, Design-Build Entity shall take no action that would void or otherwise impair District's special warranty and guarantee, if any, on said Work.

B. If immediate correction of Defective Work is required for life safety or the protection of property and is performed by District or Separate Contractors, the Design-Build Entity shall pay to District all reasonable costs of correcting such Defective Work. The Design-Build Entity shall replace, repair, or restore to District's satisfaction any other parts of the Construction Work and any other real or personal property which is

damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

C. The Design-Build Entity shall remove from the Project site portions of the Construction Work and materials which are not in accordance with the Contract Documents and which are neither corrected by the Design-Build Entity nor accepted by District.

D. Enforcement of the Design-Build Entity's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies District may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of the Design-Build Entity under the Contract Documents.

11.7 Acceptance of Defective Work.

A. If, instead of requiring correction or removal and replacement of Defective Work, District prefers to accept it, District may do so. Design-Build Entity shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to District's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

B. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and District shall be entitled to an appropriate decrease in the GMP, reflecting the diminished value of Work and all costs incurred by District.

C. If the Project retention is held in an escrow account as permitted by the Contract Documents, Design-Build Entity will promptly alert the escrow holder, in writing, of the amount of retention to be paid to District.

D. If the acceptance of defective Work occurs after release of the Project retention, an appropriate amount will be paid by Design-Build Entity to District.

11.8 District May Correct Defective Work.

A. If Design-Build Entity fails within a reasonable time after written notice from District's Representative to correct Defective Work, or to remove and replace rejected Work as required by District, or if Design-Build Entity fails to perform the Work in accordance with the Contract Documents, or if Design-Build Entity fails to comply with any other provision of the Contract Documents, District may, after seven (7) Days written notice to Design-Build Entity, correct, or remedy any such deficiency.

B. In connection with such corrective or remedial action, District may exclude Design-Build Entity from all or part of the Site, take possession of all or part of the Work and suspend Design-Build Entity's services related thereto, take possession of Design-Build Entity's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which District has paid Design-Build Entity but which are stored elsewhere. Design-Build

Entity shall allow District and District's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable District to exercise the rights and remedies to correct the defective work.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by District correcting the defective work will be charged against Design-Build Entity, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and District shall be entitled to an appropriate decrease in the GMP. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

D. If the Change Order is executed after all payments under the Contract have been paid by District and the Project Retention is held in an escrow account as permitted by the Contract Documents, Design-Build Entity will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to District.

E. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Design-Build Entity to District.

F. Design-Build Entity shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to District correcting defective work.

ARTICLE 12 - PAYMENTS TO DESIGN-BUILD ENTITY AND COMPLETION

12.1 Schedule of Values.

A. The Design-Build Entity shall submit a schedule of values to the District before the first Application for Payment, allocating the entire GMP to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the District. This schedule, unless objected to by the District, shall be used as a basis for reviewing the Design-Build Entity's Applications for Payment. Any changes to the schedule of values shall be submitted to the District and supported by such data to substantiate its accuracy as the District may require, and unless objected to by the District, shall be used as a basis for reviewing the Design-Build Entity's subsequent Applications for Payment.

12.2 Applications for Payments.

A. By the twenty-fifth (25th) day of each month Design-Build Entity shall submit to District's Representative for review an Application for Payment filled out and signed by Design-Build Entity covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that District has received the materials and equipment free and clear of all Liens and evidence that

the materials and equipment are covered by appropriate property insurance or other arrangements to protect District's interest therein, all of which must be satisfactory to District.

B. Beginning with the second Application for Payment, each Application shall include an affidavit executed by the Design-Build Entity stating that it has paid all amounts due on account of the Work paid by District in the prior Applications for Payment.

12.3 Review of Applications.

A. District's Representative will either indicate in writing a recommendation of payment to District or return the Application for Payment to Design-Build Entity indicating in writing District's Representative's reasons for refusing to recommend payment. In the latter case, Design-Build Entity may make the necessary corrections and resubmit the Application for Payment.

B. In taking action on the Design-Build Entity's Applications for Payment, the District shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Build Entity and shall not be deemed to represent that the District has made a detailed examination, audit or arithmetic verification of the documentation submitted in support of the Application for Payment or other supporting data; that the District has made exhaustive or continuous on-site inspections; or that the District has made examinations to ascertain how or for what purposes the Design-Build Entity has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the District, will be performed by the District's auditors acting in the sole interest of the District.

C. By recommending any such payment District's Representative will not thereby be deemed to have represented that:

1. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to District's Representative in the Contract Documents; or

2. there may not be other matters or issues between the parties that might entitle Design-Build Entity to be paid additionally by District or entitle District to withhold payment to Design-Build Entity.

D. Neither District's Representative's review of Design-Build Entity's Work for the purposes of recommending payments nor District's Representative's recommendation of any payment, including final payment, will impose responsibility on District's Representative:

1. to supervise, direct, or control the Work;

2. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

3. for Design-Build Entity's failure to comply with Applicable Laws applicable to Design-Build Entity's performance of the Work;

4. to make any examination to ascertain how or for what purposes Design-Build Entity has used the moneys paid on account of the GMP; or

5. to determine that title to any of the Work, materials, or equipment has passed to District free and clear of any Liens.

E. District's Representative may refuse to recommend the whole or any part of any payment due to subsequently discovered evidence or the results of subsequent inspections or tests. District retains the right to revise or revoke any such payment recommendation previously made, to such extent as may be necessary in District's opinion to protect District from loss.

12.4 Payment Becomes Due.

A. Thirty (30) Days after presentation of an undisputed and properly submitted Application for Payment to District's Representative, and subject to District's Representative's recommendation, subject to the modifications above, the amount recommended will become due, and when due will be paid by District to Design-Build Entity.

12.5 Retention and Securities in Lieu of Retention.

A. Unless Project has been deemed substantially complex as noted in the Contract Documents, District will retain five percent (5%) of the amount invoiced in accordance with Applicable Laws.

B. Pursuant to Public Contract Code section 22300, Design-Build Entity may substitute securities for any moneys withheld as a retention by District to ensure performance under the Contract. At the request and expense of Design-Build Entity, securities equivalent to the amount withheld shall be deposited with District, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to Design-Build Entity. Upon satisfactory completion of the Contract, the securities shall be returned to Design-Build Entity.

1. Alternatively, Design-Build Entity may request, and District shall make payment of retentions earned directly to the escrow agent selected by the Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and Design-Build Entity shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code section 22300 for securities deposited by Design-Build Entity. Upon satisfactory completion of the Contract, Design-Build Entity shall receive from the escrow agent all securities, interest, and payments received by the escrow agent when District authorizes the escrow agent to release these funds to the Design-Build Entity, pursuant to the terms of Public Contract Code section 22300.

C. Securities eligible for investment shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing

demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and District.

D. Design-Build Entity shall be the beneficial District of any securities substituted for moneys withheld and shall receive any interest thereon.

E. The escrow agreement shall be in the form of the Escrow Agreement provided as part of the Contract Documents.

12.6 District's Reduction in Recommended Payment.

A. In addition to reductions recommended by District's Representative, District may refuse to make payment of the full amount recommended by District's Representative because:

1. Claims have been made against District on account of Design-Build Entity's performance or furnishing of the Work.

2. Stop Payment Notices or Liens have been filed in connection with the Work.

3. Defective Work not remedied.

4. Failure of Design-Build Entity to make proper payments to its subcontractors or suppliers.

5. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid Contract balance.

6. Damage to another contractor or third party.

7. Amounts which may be due the District for claims against Design-Build Entity.

8. Failure of Design-Build Entity to keep the record ('as-built") drawings up to date.

9. Failure to provide updates on the construction schedule.

10. Site cleanup.

11. Failure of the Design-Build Entity to comply with requirements of the Contract Documents.

12. Liquidated Damages.

B. Upon completion of the Contract, District will reduce the final GMP to reflect costs charged to the Design-Build Entity, back charges or payments withheld pursuant to the Contract Documents.

12.7 Design-Build Entity's Warranty of Title.

A. Design-Build Entity warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to District no later than the time of payment free and clear of all Liens.

12.8 Partial Utilization.

A. District reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Design-Build Entity of its responsibilities under the Contract.

12.9 Final Inspection.

A. Upon written notice from Design-Build Entity that the entire Work is complete, District's Representative will promptly make a final inspection with District and Design-Build Entity and will notify Design-Build Entity in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Build Entity shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

12.10 Final Acceptance.

A. After Design-Build Entity has, in the opinion of District's Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents required by the Contract Documents, District shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

12.11 Final Payment.

A. Application for Payment.

1. Upon execution of the Notice of Completion, Design-Build Entity may submit a final accounting for the cost of the Work and a final Application for Payment. Final payment, constituting the entire unpaid balance of the GMP.

2. Prior to Final Payment, the District may conduct an audit of the Work or notify the Design-Build Entity that it will not conduct an audit and issue a final Certificate for Payment. If the District conducts an audit of the Work, the District will either issue to the Design-Build Entity a final Certificate for Payment, or notify the Design-Build Entity in writing of the District's reasons for withholding a certificate. If the District's auditors report the cost of the Work as substantiated by the Design-Build Entity's final accounting to be less than claimed by the Design-Build Entity, the Design-Build Entity shall be entitled to make a claim. Pending a final resolution of the

disputed amount, the District shall pay the Design-Build Entity the amount certified in the District's final Certificate for Payment.

3. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance;

   b. consent of the surety to final payment;

   c. a fully completed Conditional Waiver and Release on Final Payment.

B. District's Representative's Review of Application and Acceptance.

1. If, on the basis of District's Representative's observation of the Work during construction and final inspection, and District's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, District's Representative is satisfied that the Work has been completed and Design-Build Entity has satisfied all other requirements for final payment, District's Representative will indicate in writing District's Representative's recommendation of payment and present the Application for Payment to District for payment. Otherwise, District's Representative will return the Application for Payment to Design-Build Entity, indicating in writing the reasons for refusing to recommend final payment, in which case Design-Build Entity shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due.

1. Within sixty (60) Days after the presentation to District's Representative of the proper and complete final Application for Payment and accompanying documentation, the amount recommended by District's Representative, less any sum District is entitled to set off pursuant to the Contract Documents, will become due and will be paid by District to Design-Build Entity.

12.12 Waiver of Claims.

A. The making and acceptance of final payment will constitute a waiver of all Claims by Design-Build Entity against District other than those previously made in accordance with the requirements herein and expressly acknowledged by District in writing as still unsettled.

ARTICLE 13 -SUSPENSION OF WORK AND COMPLETION

13.1 District May Suspend Work.

A. District may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Design-Build Entity. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Design-Build Entity

shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

B. Upon receipt of any such notice, Design-Build Entity shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to District's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and

4. Continue to protect and maintain the Work including those portions on which Work has been suspended.

C. Except as provided by this article, as full and complete compensation for such suspension, Design-Build Entity shall be granted an adjustment in the GMP based on a negotiated daily rate that reflects the Design-Build Entity's actual costs associated with the demobilized condition of the Site (and as a result will be less than the Daily Rate contained in the Special Conditions) and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of GMP or extension of Contract Times shall be granted if the suspension results from Design-Build Entity's non-compliance with the requirements of the Contract.

13.2 District May Terminate for Cause.

A. District may, without prejudice to any other right or remedy, serve written notice upon Design-Build Entity of its intention to terminate this Contract in whole or in part if the Design-Build Entity: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the Guaranteed Completion Date; (ii) fails to complete the Work within the required time; (iii) files a bankruptcy petition or is adjudged a bankruptcy; (iv) makes a general assignment for the benefit of its creditors; (v) has a receiver appointed; (vi) refuses or fails to supply enough properly skilled workers or proper materials to complete the Work; (vii) fails to make prompt payment to subcontractors or for material or labor; (viii) disregards Applicable Laws, other requirements or instructions of District; or (ix) violates any of the provisions of the Contract Documents.

B. The Notice of Default and Intent to Terminate shall state the reasons for termination. Unless within five (5) Days after the service of such notice, Design-Build Entity resolves the circumstances giving rise to the Notice of Default to District's satisfaction, or makes arrangements acceptable to District for the required corrective action, District may terminate this Contract. In such case, Design-Build Entity shall not be entitled to receive any further payment until the Work has been finished. District may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project Performance Bond. Design-Build Entity and its surety shall

be liable to District for any excess costs or other damages incurred by District to complete the Work. If District takes over the Work, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Design-Build Entity as may be on the Site.

13.3 District May Terminate for Convenience.

A. In addition to its right to terminate this Contract for default, District may terminate the Contract, in whole or in part, at any time upon seven (7) Days written notice to Design-Build Entity. The Notice of Termination shall specify that the termination is for the convenience of District, the extent of termination, and the effective date of such termination ("Effective Date of Termination").

B. After receipt of Notice of Termination, and except as directed by District, the Design-Build Entity shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3. Leave the Site and any other property upon which the Design-Build Entity was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.

5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

6. Submit to District, within fifteen (15) Days from the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Design-Build Entity for labor, materials and equipment through the Notice of Termination. Any documentation substantiating costs incurred by the Design-Build Entity solely as a result of District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Design-Build Entity is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by District's Termination for Convenience."

C. District's total liability to Design-Build Entity by reason of the termination shall be limited to the total (without duplication of any items) of:

1. The reasonable cost to the Design-Build Entity for all Work performed prior to the Effective Date of Termination, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by the Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents.

2. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.

3. Any Work required by the Termination for Convenience that is not included in Contract Documents will be negotiated pursuant to the Contract Change Order provisions.

4. Reasonable costs to the Design-Build Entity of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.

5. A reasonable allowance for the Design-Build Entity's internal administrative costs in preparing termination claim.

6. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.

D. In no event shall District be liable for unreasonable costs incurred by the Design-Build Entity or subcontractors after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Design-Build Entity's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.

E. District shall have no obligation to pay the Design-Build Entity under this Article unless and until the Design-Build Entity provides District with updated and acceptable as-builts and Record Documents for Work completed prior to termination as required by the Contract Documents.

F. In arriving at the amount due the Design-Build Entity under this clause there shall be deducted in whole, or in the appropriate part(s) if the termination is partial:

1. All unliquidated advances or other payments on account previously made to the Design-Build Entity, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,

2. Any claim District may have against the Design-Build Entity in connection with the Work or any amounts that may be withheld in accordance with the Contract Documents, and

3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Design-Build Entity and not otherwise recovered by or credited to District.

G. Design-Build Entity shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

H. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, District may immediately order Design-Build Entity to cease Work until such safety or liability issues are addressed to the satisfaction of District or the Contract is terminated.

I. If District terminates Design-Build Entity for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Design-Build Entity shall be entitled to receive only the amounts payable under this section, and Design-Build Entity specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

ARTICLE 14 -CLAIMS, DISPUTE AVOIDANCE AND RESOLUTION

14.1 Procedure for Resolving Claims

A. Design-Build Entity shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the GMP and/or the Guaranteed Completion Date, including but not limited to all requirements of Article 9 and Article 14.1, as a prerequisite to filing any Claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely submit a Chang Order Request, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the Claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

C. Claims. For purposes of this Article, "Claim" means a separate demand by the Design-Build Entity for (1) a time extension, including without limitation relief from damages or

penalties for delay assessed by District, (2) payment of money or damages arising from Work done by or on behalf of the Design-Build Entity and payment of which is not otherwise expressly provided for or the Design-Build Entity is not otherwise entitled, or (3) payment of an amount which is disputed by District. A "Claim" does not include any demand for payment for which the Design-Build Entity has failed to provide notice, submit a Change Order Request, or otherwise failed to follow any procedures contained in the Contract Documents.

D. Filing Claims. Claims governed by this Article may not be filed unless and until the Design-Build Entity completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the GMP and/or the Guaranteed Completion Date, and Design-Build Entity's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

E. Documentation. The Design-Build Entity will submit the claim justification in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to the Claim

    a. Specifications

    b. Drawings

    c. Clarifications (Requests for Information)

    d. Schedules

    e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

7. Cover letter and certification of validity of the Claim

F. District Response to Claim. Upon receipt of a Claim pursuant to this Article, District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after District issues its written response.

1. If District needs approval from its governing body to provide Design-Build Entity a written statement as set forth above, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, District shall have up to three (3) days following the next publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Design-Build Entity a written statement identifying the disputed portion and the undisputed portion of the Claim.

2. District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the Claim or relating to defenses or Claims District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the Design-Build Entity. District's written response shall be submitted 30 days (15 days if the Claim is less than $50,000) after receiving the additional documentation, or within the same period of time taken by the Design-Build Entity to produce the additional information, whichever is greater.

G. Meet and Confer Conference. If the Design-Build Entity disputes District's response, or if District fails to respond within the statutory time period(s), the Design-Build Entity may so notify District, in writing, within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement of those portions of the Claim that remain in dispute. Upon such demand, District shall schedule a meet and confer conference within 30 Days.

H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Design-Build Entity a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Design-Build Entity in writing, shall be submitted to nonbinding mediation, with the District and the Design-Build Entity sharing the associated costs equally. The public entity and Design-Build Entity shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the District and the Design-Build Entity in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Design-Build Entity completes the Work or the date that the Design-Build Entity last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Design-Build Entity must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Design-Build Entity submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable

judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, GMP, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Design-Build Entity must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the District.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or GMP for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Design-Build Entity. If Design-Build Entity does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Design-Build Entity may not file any action against the District.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Design-Build Entity last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Design-Build Entity or that should reasonably by known to Design-Build Entity excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

L. Non-Waiver. The District's failure to respond to a Claim from the Design-Build Entity within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

14.2 Litigation.

A. Any claims, disputes, or controversies between the parties arising out of or related to the Contract, which have not been resolved in accordance with the procedures set forth herein shall be resolved in a court of competent jurisdiction.

14.3 Duty to Continue Performance.

A. Unless provided to the contrary in the Contract Documents, Design-Build Entity shall continue to perform the Work and District shall continue to satisfy its payment

obligations to Design-Build Entity, pending the final resolution of any dispute or disagreement between Design-Build Entity and District.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Limitations On District's Responsibilities.

A. District shall not supervise, direct, or have control or authority over, nor be responsible for, the Design-Build Entity's means, methods, techniques, sequences, or procedures of design or construction, or the safety precautions and programs incident thereto, or for any failure of the Design-Build Entity to comply with Applicable Laws applicable to the performance of the Work. District will not be responsible for the Design-Build Entity's failure to perform the Project in accordance with the Contract Documents.

15.2 Successors

A. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. The Design-Build Entity may not either voluntarily or by action of law, assign any obligation assumed by the Design-Build Entity hereunder without the prior written consent of the District.

15.3 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.4 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Project or termination or completion of the Contract or termination of the services of the Design-Build Entity.

15.5 Controlling Law.

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Project, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

15.6 Jurisdiction; Venue.

A. The Design-Build Entity and any Subcontractor, supplier, or other person or organization performing any part of the Project agree that any action or suits at law or in equity arising out of or related to the proposal process, award, or performance of the Project shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

15.7 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.8 District's Right to Audit.

A. The Design-Build Entity shall make available to District for auditing, all relevant accounting records and documents, and other financial data including but not limited to estimates, cost models, procurement invitations, bidder lists, successful and unsuccessful proposals, bid tabulations, trade scope sheets, negotiated and executed subcontract terms, purchase orders, contingency and allowance ledgers, buyout savings, invoices, payment records, change records, and supporting electronic data, and upon request, shall submit true copies of requested records to District. If the Design-Build Entity submits a Change Order Request or a Claim to District, District shall have the right to audit the Design-Build Entity's books, records, documents, and other evidence to the extent they are relevant.

B. The right to audit shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted, including but not limited to job cost reports, estimates, proposals, bids, proposal papers, documents of other work administered by the Design-Build Entity's home office, and any and all other documentation relied upon by the Design-Build Entity to obtain this Contract. District shall have the right to make and take copies of any records examined.

C. The right to audit shall include the right to inspect the Design-Build Entity's plans, or such parts thereof, as may be or have been engaged in the performance of the Project. The Design-Build Entity further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The Design-Build Entity shall include enforceable audit-access flow-down provisions in applicable subcontracts. The right to audit provided herein shall be exercisable through such representatives as District deems desirable during the Design-Build Entity's normal business hours at the Design-Build Entity's office.

D. In accordance with Government Code Section 8546.7, records of both District and the Design-Build Entity shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. The Design-Build Entity shall make available to District any of the Design-Build Entity's other documents related to the Project immediately upon request of District. In addition to the State

Auditor's rights described above, District shall have the right to examine and audit all books, estimates, records, contracts, documents, Proposals, subcontracts, and other data of the Design-Build Entity (including electronic records, computations and projections) related to negotiating, pricing, or performing the Project in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

15.9 Assignment.

A. Design-Build Entity shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of District. Any assignment without the written consent of District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

B. As set forth in Public Contract Code section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

15.10 All Legal Provisions Included.

A. Design-Build Entity shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Design-Build Entity observes that drawings and specifications are at variance therewith, he shall promptly notify District in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Design-Build Entity performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.

B. Design-Build Entity shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Design-Build Entity shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Design-Build Entity acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers

published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No District official or representative who is authorized in such capacity and on behalf of District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by District, at no increase in the GMP or Contract Time, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

15.11 State License Board Notice.

A. Contractors are required by law to be licensed and regulated by the Design-Build Entity's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, the Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

15.12 Noise.

A. The Design-Build Entity shall use only such equipment on the Project and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

B. The Design-Build Entity shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Design-Build Entity shall promptly remove the equipment and shall not return that equipment to the Project site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Project, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Design-Build Entity.

15.13 Change In Name Or Nature of Design-Build Entity's Legal Entity.

A. Should a change be contemplated in the name or nature of the Design-Build Entity's legal entity, the Design-Build Entity shall first notify District in order that proper steps

may be taken to have the change reflected in the Contract Documents and all related documents. No change of the Design-Build Entity's name or nature will affect District's rights under the Contract Documents, including but not limited to the bonds and insurance.

15.14 Complete Contract.

A. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as otherwise provided in the Contract Documents.

15.15 Notice of Third Party Claims.

A. Pursuant to Public Contract Code section 9201, District shall provide Design-Build Entity with timely notification of the receipt of any third-party claim relating to the Contract.

15.16 Severability of Provisions.

A. If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.17 Correction of Errors and Omissions.

A. The Design-Build Entity agrees to correct any error or omission in the Construction Documents or Contract Documents at no additional cost to District.

15.18 Interpretation.

A. The Contract Documents shall not be construed in favor of or against any party, but shall be construed as if all parties prepared the Contract Documents.

END OF GENERAL CONDITIONS

ATTACHMENT 3
SPECIAL CONDITIONS

ARTICLE 1 - MODIFICATIONS TO THE GENERAL CONDITIONS

[*INSERT ANY ENVIRONMENTAL MITIGATED MEASURES***]**

ATTACHMENT 4
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District ("District") has awarded to **[***INSERT DBE NAME***]**, ("DBE") an agreement for W22006 – NEW HEADQUARTERS FACILITY PROJECT (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the DBE is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the DBE is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, **[***INSERT DBE NAME***]**, the undersigned DBE and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ dollars, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the DBE, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the two (2) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of DBE remains. Nothing herein shall limit the District's rights or the DBE or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever DBE shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to DBE by the District under the Contract and any modification thereto, less any amount previously paid by the District to the DBE and any other set offs pursuant to the Contract Documents.

(3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to DBE by the District under the Contract and any modification thereto, less any amount previously paid by the District to the DBE and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the DBE.

Surety shall not utilize DBE in completing the Project nor shall Surety accept a Bid from DBE for completion of the Project if the District, when declaring the DBE in default, notifies Surety of the District's objection to DBE's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____
Design-Build Entity

By: _____
President

_____
Surety

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT 5
PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District ("District"), has awarded to **[***INSERT DBE NAME***]**, hereinafter designated as the "Principal," a contract ("Contract") for the work described as follows: W22006 – NEW HEADQUARTERS FACILITY PROJECT ("Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the DBE and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such Work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond,

nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or District and original DBE or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

_____
Design-Build Entity

By: _____
President

(Seal of Surety)

_____
Surety

By:_____
Attorney-in-Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

ATTACHMENT 6
HOURLY RATE SCHEDULE FOR EXTRA WORK

[*ATTACH RATE SCHEDULE***]**

ATTACHMENT 7
CERTIFICATIONS, DECLARATION, AND OBLIGATION FORMS

[*ATTACH PROPOSAL FORMS***]**