

GENERAL CONSTRUCTION PROVISIONS
SUMMERVILLE UNION HIGH SCHOOL DISTRICT

These General Construction Provisions are included as an Exhibit to Facilities Lease and shall govern the construction of the project by Building Entity (the "General Contractor").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in exchange for valuable considerations hereinafter mentioned, the receipt and adequacy of which is hereby acknowledged, the District and the General Contractor agree as follows:

ARTICLE I. The Work and Contractor: As used herein, the term "General Contractor" shall mean Robert E. Boyer Construction Inc. and any substitute person or entity that, in cooperation with the General Contractor, will perform the construction of the Project. The General Contractor agrees to furnish all labor, materials, apparatus, facilities, transportation, tools and equipment and to perform all the work required to construct and complete in a good and workmanlike manner and in strict accordance with the General Construction Provisions, those certain improvements entitled:

PHASE 1 MODERNIZATION OF SUMMERVILLE HIGH SCHOOL

ARTICLE II. Purpose of Document: The General Construction Provisions set forth the construction provisions which will govern the General Contractor's construction of the Project as that term is defined herein. The complete General Construction Provisions consist of the following documents:

- (a) Performance Bond;
- (b) Payment Bond;
- (c) General Contractor's Certificate Regarding Worker's Compensation;
- (d) All required insurance certificates and/or endorsement;
- (e) Non-collusion declaration;
- (f) DVBE Certification;
- (g) Designation of Subcontractors;
- (h) General Conditions;
- (i) Supplemental Conditions;

- (j) Standard Specifications;
- (k) Federal and State-required provisions, if any;
- (l) The Technical Specifications and the Plans applicable to this work; and all Addenda, Change Orders and modifications incorporated into said documents before the effective date of the Contract;
- (m) CEQA documents;
- (n) Preliminary Environmental Assessment documents;
- (o) Site Assessment Background Information;
- (p) Geotechnical (Soils) Reports;
- (q) Geological Hazards Report;
- (r) Engineering Reports;
- (s) Qualifications and Assumptions; and
- (t) Guaranteed Maximum Price Exhibit.

Any and all obligations of the District and the General Contractor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or *vice versa* is to be executed the same as if mentioned in all said documents. The documents comprising the complete General Construction Provisions are sometimes hereinafter collectively referred to as the Contract.

ARTICLE III. Guaranteed Maximum Price and Cost Savings:

The District agrees to pay the General Contractor, and the General Contractor agrees to receive and accept, for the performance of the Contract, subject to additions and deductions provided herein, the Guaranteed Maximum Price of \$3,149,970 as full compensation for furnishing all materials, labor, apparatus, facilities, transportation, tools and equipment, and for doing all the work as described/embraced in the Contract, and for all risks of every description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the General Construction Provisions and the requirements of the Architect under them. All other Alternate Propositions are hereby rejected by the District, and are not included in the Contract. The General Contractor expressly agrees that the work contemplated hereby shall be performed in a good and workmanlike manner under the direction of and to the satisfaction of the Architect as provided in the General Construction Provisions. All allowances included within the Guaranteed Maximum Price Exhibit and presented to the District shall not be increased beyond the amount originally presented for that particular allowance.

The District shall maintain a District controlled contingency separate and apart from the Guaranteed Maximum Price. This contingency shall be in the amount of **3% of the Guaranteed Maximum Price** and may be used by the District in its sole and absolute discretion for the Work contemplated herein.

ARTICLE IV. The General Contractor expressly agrees that the work contemplated hereby shall be performed in a good and workmanlike manner under the direction of and to the satisfaction of the Architect as provided in the General Construction Provisions.

ARTICLE V. Payments: The District shall make payments on the account of the Contract as specified in the General Conditions.

ARTICLE VI. Time of Performance: The General Contractor shall diligently prosecute the work to completion by the Guaranteed Completion Date as that term is defined in Section A-4 of the General Conditions, beginning on the date designated in the Notice to Proceed.

ARTICLE VII. Prevailing Wages: This Project constitutes a Public Work within the meaning of Labor Code section 1720 and Labor Code section 1771 applies to the Project. The General Contractor acknowledges that it has examined the prevailing rate of *per diem* wages as established by the California Director of Industrial Relations. The General Contractor agrees to pay workers not less than the applicable prevailing rate of *per diem* wages, as set forth in these requirements.

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

(a) Notice to the District shall be either by personal delivery to the Architect, as that term is defined in Section A-4 of the General Conditions, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the District, postage prepaid and certified to the attention of the District's Director of Maintenance & Operations (the "Construction Coordinator").

(b) Notice to the General Contractor shall be either by personal delivery thereof to said General Contractor or to its duly authorized representative at the site of the Project or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the General Contractor at **Robert E. Boyer Construction Inc. 23059 Coffill Road, Twain Harte, CA 95383,**

or

(c) Notice to the surety, or any other person, shall be by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ARTICLE IX. Liquidated Damages: The Contract shall be subject to the Liquidated Damages provision set forth in Section D-8 of the General Conditions.

ARTICLE X. Apprentices: General Contractor agrees to be bound by and comply with the provisions of sections 1777.5 *et seq.* of the Labor Code in respect to apprentices.

ARTICLE XI. Compliance with Law: The General Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

ARTICLE XII. Inspection by the District: The General Contractor shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the District. Should any such work be covered up without such notice, approval, or consent, it must, if required by the District, be uncovered for examination at the General Contractor's expense.

ARTICLE XIII. Accident Prevention: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

ARTICLE XIV. Architect: The General Contractor acknowledges that the District has designated BCA Architects, Inc. to act as Architect for the Project.

ARTICLE XV. General Contractor's Warranty: The District shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. The General Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of the Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event General Contractor unqualifiedly warrants such lesser quality. General Contractor further warrants that the work as performed by General Contractor, subcontractor, or supplier will conform with the Plans and Specifications or any written authorized deviations therefrom.

ARTICLE XVI. Severability: Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of the Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of the Contract.

ARTICLE XVII. Complete Agreement: These General Construction Provisions, in addition to the Site Lease and Facilities Lease supersede any and all agreements, either oral or in writing, between the Parties with respect to the construction of the Project. Each party to the Contract acknowledges that no representation by any party that is not embodied herein or any other agreement, statement, or promise not contained in the aforementioned documents shall be valid and binding. In the event of an inconsistency between the construction provisions found in the General Construction Provisions, Facilities Lease or the Site Lease, the District's Director of Maintenance & Operations shall determine which provision shall apply.

ARTICLE XVIII. Interpretation: The parties hereto acknowledge and agree that each has been given the opportunity to independently review the General Construction Provisions with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of said document. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

ARTICLE XIX. Applicable Law: The parties hereto understand and agree that the terms of the Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California. In the event of a dispute concerning the terms of the Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of Tuolumne, State of California.

ARTICLE XX. Bonds, Insurance Endorsements and Insurance Certificates: Prior to execution of the Contract, the General Contractor shall provide a faithful performance bond and a payment bond in a form satisfactory to the District from a surety licensed to provide such bonds by the State of California. In addition, prior to execution of the Contract, the General Contractor shall provide written proof of insurance in the form of such special endorsements and certificates of insurance as the District may deem appropriate to satisfy the requirements hereof.

TO BE INSERTED:

- 1. FAITHFUL PERFORMANCE BOND**
- 2. PAYMENT BOND**
- 3. WORKERS' COMPENSATION CERTIFICATE**
- 4. GENERAL LIABILITY SPECIAL ENDORSEMENT**
- 5. AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT**
- 6. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL
ENDORSEMENT**
- 7. CERTIFICATE OF INSURANCE**
- 8. ADDITIONAL INSURED ENDORSEMENT**
- 9. NON-COLLUSION DECLARATION**
- 10. FINGERPRINT CERTIFICATION**
- 11. DVBE CERTIFICATION**
- 12. WAGE DETERMINATION**
- 13. ASBESTOS CERTIFICATION**

GENERAL CONDITIONS

PREFACE

These General Specifications are intended for the use in contracts entered into by the Summerville Union High School District. Any use of these General Specifications or any other portions of the Standard Specifications of the Summerville Union High School District by any person, persons or entity for contractual purposes shall not create or imply the assumption of any liability or responsibility by the District.

SECTION A. DEFINITIONS AND TERMS

A-1. General

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other General Construction Provisions of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

A-2. Abbreviations

The following abbreviations may be used in the General Construction Provisions:

AA	Aluminum Association
AASHTO	American Association of State Highway/Transportation Officials
ABMA	American Boiler Manufacturer's Association
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Architect Association
ASCE	American Society Civil Architects
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Architects
ASME	American Society of Mechanical Architects
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CRSI	Concrete Reinforcement Steel Institute
ETL	Electrical Testing Laboratory
FS	Federal Specification
ICBO	International Conference of Building Officials

IEEE	The Institute of Electrical and Electronics Architects
IES	Illuminating Architect Society
IPCEA	Insulated Power Cable Architects Association
JICS	Joint Industry Conference Standards
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters
NBS	National Building Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning General Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
USPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

A-3. Interpretations and Addenda

No oral interpretation of the meaning of the drawings, specifications, or other bid documents will be binding on the District.

All questions and requests for interpretations must be in writing and shall be addressed to:

Summerville Union High School District
17555 Tuolumne Road
Tuolumne, CA 95379

A-4. Definitions

The intent and meaning of the following, wherever they appear in the General Construction Provisions, shall be interpreted as follows:

(a) Acceptance - The formal written acceptance(s) by the District of the entire Project which has been completed in all respects in accordance with the Specifications and any approved modifications.

(b) Addendum - Any written change, clarification or supplement to documents issued for bidding, issued by the District or its Architect prior to bid.

(c) Architect - The District's Architect, or the person designated by the District as its Architect representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

(d) As Approved - The words "as approved," unless otherwise qualified, shall be understood to be followed by the words "by the Architect."

(e) As Shown, and As Indicated - The words "as shown" and "as indicated" shall be understood to be followed by the words "on the Plans" or "on the Specifications."

(f) Award - The decision of the Contracting Officer to accept the proposal of the General Contractor for the Work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or required by law.

(g) Board - The District's Governing Board.

(h) Bureau - United States Bureau of Reclamation.

(i) Calendar Day - Each day shown on the calendar.

(j) Change Order - Written order issued by the Contracting Officer to the General Contractor covering changes in the Contract and establishing the basis of compensation and time adjustments for work affected by the changes.

(k) Claim - A separate demand by the contractor for (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the District.

(l) DSA - The California Division of State Architect.

(m) General Construction Provisions - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The General Construction Provisions shall include all General Construction Provisions and supplemental agreements amending or extending the work contemplated which might be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements. The General Construction Provisions may be referred to hereunder as the "Contract."

(n) Contracting Officer - The Superintendent of the District or the Superintendent's representative authorized to enter into a contract on behalf of the District of the District.

- (o) County - County of Tuolumne, California.
- (p) Date of Execution of the Contract - The date on which the District's authorized representative signs the Contract.
- (q) Datum - The Figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it, shall mean U.S.G.S. datum, unless otherwise noted.
- (r) Days - Unless otherwise designated, days as used in the General Construction Provisions shall mean calendar days.
- (s) Elevation - The figures given on the Plans or in the other General Construction Provisions after the word "elevation" or abbreviation of it shall mean the distance in feet above the standard datum used by the District.
- (t) Extra Work - Work other than that required either expressly or implied by the Contract in its executed form.
- (u) Facilities Lease - The Facilities Lease dated **May 5, 2014** between the District and the General Contractor together with any duly authorized and executed amendment thereto.
- (v) Guaranteed Completion Date - The term "Guaranteed Completion Date" shall mean the agreed upon completion date for the Project which shall be agreed to between the parties prior to the District issuing the Notice to Proceed.
- (w) Guaranteed Maximum Price Exhibit - The term "Guaranteed Maximum Price Exhibit" shall mean those documents provided by the General Contractor whereby the General Contractor provides the Guaranteed Maximum Price for the Project.
- (x) His - "His" shall include "her" and "its."
- (y) IOR - The term "IOR" shall mean the District's inspector of record retained for the Project as required by law.
- (z) Or Equal - The term "or equal" shall be understood to indicate that the "equal" product equivalent or better than the product named in function, performance, reliability, quality, and general configuration as required by Public Contract Code Section 3400. Determination of equality in reference to the project design requirements will initially be made by the Architect.
- (aa) Reserved.
- (bb) Reserved.
- (cc) Plans or Specification Drawings - The term "Plans" or "Specification Drawings" refers to the official plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof and signed by the Architect, which show the location, character, dimensions, and details of the work to be performed as contemplated herein. Plans may either be bound in the same book as the balance of the General Construction

Provisions or bound in separate sets. Regardless of the method of binding, Plans shall be part of the General Construction Provisions.

(dd) Plant - All physical, resources, facilities, machinery, equipment, staging, tools, work and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the Project.

(ee) Project - The entire Work to be completed under the Contract as authorized by the District.

(ff) Reserved.

(gg) Proposal - The offer of a contractor for the Work when made out and submitted on the prescribed form, properly signed and guaranteed.

(hh) Shop Drawings - Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings).

(ii) Project Area - The area upon or in which the General Contractor's operations are carried on and such other areas adjacent thereto as may be designated by the Architect.

(jj) Site Lease - The Site Lease dated **May 5, 2014** between the District and the General Contractor or General Contractor together with any duly authorized and executed amendment thereto.

(kk) Specifications - The term "specifications" refers to the terms, provisions, and requirements contained herein as they apply to the Project. Where standard specifications, such as those of "ASTM," "AASHTO," etc., have been referred to, the applicable portions of such standard specifications shall become a part of these General Construction Provisions.

(ll) State - State of California.

(mm) State Standard Specifications - Standard Specifications issued by the State of California as amended in the supplemental condition.

(nn) Subcontractor - The term "Subcontractor", as employed herein, includes only those having a direct contract with the General Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.

(oo) Supplemental Conditions - Additions, revisions, special directions, and requirements peculiar to a project and not otherwise thoroughly set forth in General and/or Specifications.

(pp) Time Limits - All time limits stated in the General Construction Provisions are of the essence of the Contract as they relate to the Guaranteed Completion Date.

(qq) Work - All the work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Architect.

(rr) Written Notice - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. mail to the last business address known to him who gives the notice.

(ss) Whenever in the Specifications or upon the drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Architect is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Architect, unless otherwise expressly stated.

SECTION B. SCOPE OF WORK

B-1. Intent of General Construction Provisions

The intent of the General Construction Provisions is to prescribe the details for the construction and completion of the Work that the General Contractor undertakes to perform in accordance with the terms of the Contract. Unless otherwise indicated in the Supplemental Conditions or Plans, these General Construction Provisions shall govern all work performed under contract with the District. In any case for which no provisions are provided in these General Construction Provisions, the appropriate provision or provisions of the State Specifications shall apply so long as they do not differ from the nature and general intent of the Specifications and Plans for the Project.

Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the General Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in performing the Contract in a satisfactory and workmanlike manner.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The General Construction Provisions are complementary, and what is called for in any one shall be as binding as if called for in all. Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one Drawing shall be construed to be shown in all Drawings and the General Contractor will coordinate the Work and the Drawings.

If any portion of the General Construction Provisions shall be in conflict with any other portion, the various documents comprising the General Construction Provisions shall govern in the following order of precedence: The General Conditions; Change Orders; Addenda; any Supplemental or Special Conditions; the Guaranteed Maximum Price; the Specifications; the Drawings. Technical Specifications take precedence over general Specifications and detail Drawings take precedence over general Drawings. As between schedules and other information given on Drawings, the Schedules shall govern. If an item is shown on any Drawing and not specifically included in the Specifications, the Drawing shall govern. Any conflict or inconsistency between or in the Drawings shall be submitted to the Architect for clarification as soon as the General Contractor becomes aware of such inconsistency.

General Contractor acknowledges that the Specifications may contain items which are outside of the Project contemplated herein. Items in the Specifications which have no effect on the Project shall not apply unless otherwise directed by the District.

B-2. General Contractor's Understanding

It is understood and agreed that the General Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations contained herein. Notwithstanding the above, the General Contractor's responsibilities under this section as they relate to site conditions are limited to those site conditions which are visually and/or readily observable or which are described in the Geotechnical (Soils) Report, Geological Hazards Report, Preliminary Environmental Assessment Document, Site Assessment Background Information, and relevant CEQA documents.

B-3. Changes in the Work

(a) The District may, at any time, by written order, make changes in the Work as deemed necessary by the Architect. Such changes include, but are not limited to, changes:

- (1) In the Specifications or Plans;
- (2) In the sequence, method or manner of performance of the Work;
- (3) In the owner-furnished facilities, equipment, materials, services or site; or
- (4) Directing acceleration of the Work.

(b) If such changes cause an increase or decrease in the General Contractor's cost of, or time required for, performance of the Contract, an equitable adjustment in the Guaranteed Project Cost and/or Contract Time may be made and the Contract modified in writing accordingly.

(1) Change Orders. A change pursuant to this Section B-3 will be in the form of a Contract Change Order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the work.

Upon receipt of a written Contract Change Order, the General Contractor shall proceed with the ordered work. If ordered in writing by the Architect and approved by the District, the General Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the General Contractor and approved by both the Architect and District is an executed Contract Change Order as that term is used throughout this Section. Under no circumstances shall a verbal direction constitute a basis for proceeding with a Contract Change Order.

(2) Change Order Protests. A Contract Change Order may be issued to the General Contractor at any time. Should the General Contractor disagree with any terms or conditions set forth in a Contract Change Order which he has not executed, he shall submit a written protest to the Architect within ten (10) days or as soon as is reasonably practicable under the circumstances, after the receipt of such Contract Change Order. The protest shall state the points of disagreement and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order. Such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders shall be considered as executed Contract Change Orders.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined in the same manner as provided in Section B-4. The General Contractor shall keep full and complete records of the cost of such work and shall permit the Architect to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Where the protest concerning a Contract Change Order relates to the adjustment of time and the completion of the Work, the time to be allowed therefore will be determined as provided in this Agreement.

The consent of the General Contractor's sureties shall not be required as to any change or Extra Work, and the liability of the General Contractor's Bonds shall be increased or decreased accordingly without notice to the sureties.

B-4. Procedures and Allowable Costs on Changes and Additions to Work

(a) Forms of Payment. If the change in, or addition to, the Work will result in an increase in the contract sum, the District shall have the right to require the performance thereof. The compensation to be paid for any such work shall, in the District's sole discretion, be determined in one or more of the following ways:

(1) By agreed unit prices, if unit prices are required by the District;

- (2) By proposal and acceptance of an agreed upon lump sum; or
- (3) On a time and materials basis.

Until one of the above methods is agreed on, or if the Work is to be paid for on a time and materials basis, the General Contractor shall keep full and complete records of the cost of such work in the form and manner prescribed by the Architect and shall permit the Architect and the District to have access to such records as may be necessary to assist in the determination of the compensation payable for such work. In the event any change of work requires additional performance and/or payment bond costs such costs shall be at cost and shall not exceed 1.25%.

(b) Lump Sum Payment. The District, in its sole and absolute discretion, may request a lump sum proposal by General Contractor to perform the change in, or addition to, the Work performed. Such lump sum proposal shall be submitted by the General Contractor within ten (10) days of the District's request therefore. Request for a lump sum proposal by District shall not be deemed an election by District to have the Work performed on a lump sum basis. Costs of preparing the proposal shall not be compensable.

(1) Contents of Lump Sum Proposal. The General Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable). The proposal shall be accompanied by signed proposals of any Subcontractors that will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the General Contractor's estimate of the time required to perform said changes or additional work.

(2) Computation of Labor Costs. The portion of the proposal relating to labor, whether by the General Contractor's forces or the forces of any of its Subcontractors, may include the projected wages of the reasonably anticipated Site labor, including foremen, who will be directly involved in the change in the Work. These projected wages shall not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics.

Labor costs may also include General Contractor's overhead and profit that shall be computed by adding them to the labor costs as a percentage of the projected wage, but not payroll costs, or the labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The general conditions charges will be negotiated for each change. The method of computing the overhead and profit shall be solely within the discretion of the District. Overhead and profit shall include General Contractor's additional insurance costs (if any) but not additional payment or performance bond costs and shall not exceed 8% if any of the work is performed by Subcontractors and 15% if the work is self-performed by the General Contractor.

(3) Computation of Equipment and Material Costs. The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the General Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the change in the Work. This portion of the proposal may also include transportation and applicable sales or use

taxes. The General Contractor's overhead and profit will be included as calculated in Section B-4 (b)(2) "Computation of Labor Costs" herein subject to District approval.

This portion of the proposal may further include the General Contractor's and any of its Subcontractors' reasonably anticipated costs for the rental and operation of prime construction and automotive equipment furnished and used in connection with the change in the Work. The equipment rental and operation rates used shall be the latest edition of the Department of Transportation, Division of Construction, Equipment Rental Rates. These costs shall not include charges for listed equipment or major tools with a new cost of \$500.00 or less. No time charges shall be allowed except for equipment actually used for the proper and efficient performance or completion of the authorized change in the Work.

(4) Subcontractors. The lump sum proposal may also include up to the 15% (subject to District approval) as the amount which the General Contractor will pay to any of its Subcontractors for the change in the Work as allowable overhead and profit to the Subcontractor.

(5) Failure to Submit Lump Sum Proposal. In the event that the General Contractor fails to submit its proposal within the designated period, the Architect may direct the General Contractor to proceed with the change or addition to the Work and the General Contractor shall so proceed. The Architect shall unilaterally determine the reasonable costs and time to perform the work in question, which determination shall be final and binding upon the General Contractor.

(6) Failure to Agree on Lump Sum Amount. In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the General Contractor's proposal the District may elect to have the change in the Work performed on a time and material basis.

(c) Payment by Unit Price. If any of the items included in the lump sum proposal are covered by unit prices contained in the contract document, the District may, if it requires the change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices unless the General Contractor can demonstrate that its unit price did not include overhead and profit.

(d) Payment on a Time and Material Basis. If the District elects to have the change or addition to the Work performed on a time and material basis, the Work shall be performed, whether by the General Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual costs to the entity or entities performing the change in the Work. Actual costs shall not include any charge for any non-field administration, clerical expense, supervisor or superintendent of any nature whatsoever.

Subcontractors may add fifteen percent (15%) thereof as the total overhead and profit to the entity or entities actually performing the change. If the entity or entities actually performing the work are sub-subcontractors, the Subcontractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up). General Contractor's overhead

and profit will be included as outlined in Section B-4(b)(2) herein. The General Contractor shall submit to the District daily work and material tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the District may require. The District may require authentication of all time and material tickets and invoices by persons designated by the District for such purpose. The failure of the General Contractor to secure any reasonably required authentication shall, if the District elects to treat it as such, constitute a waiver by the General Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the District shall not constitute an acknowledgment by the District that the items thereon were reasonably required for the Change in the Work.

(e) Limitations on Changes. The General Contractor shall not be entitled to any amount for damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this Section, and which the General Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the work performed pursuant to this Section. It is understood and agreed that the General Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time and of the Contract, but only in accordance with the provisions of the General Construction Provisions.

Due to the General Contractor's involvement with the design and planning stages of the Project, the General Contractor, to the extent permitted by law, shall also not be entitled to an increase in the Guaranteed Maximum Price for work that is reasonably inferable, conflicted or ambiguous in the Plans and Specifications. Notwithstanding the above, it is understood and agreed that the General Contractor is not a licensed architect and has not assumed the role of an architect pursuant to this paragraph and is not responsible for design.

It is expressly agreed that General Contractor shall not be entitled to claim damages for anticipated profits on any portion of the Work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates. The District reserves its rights to audit General Contractor's profit in connection with any deductive change, to arrive at a final adjustment. General Contractor's profit shall be reduced *pro rata* according to the proportion of the original contract value less proposed profit, represented by the work deleted.

The District reserves the right to contract with any person or firm other than the General Contractor for any or all Extra Work and hold the General Contractor harmless from any damages incurred by the District as a direct result of that Extra Work.

B-5. Unilateral Change in or Addition to the Work

Notwithstanding the above, the District, directly or through the Architect, may direct the General Contractor in writing to perform changes in or additions to the scope of the Contract. The General Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section B-4.

B-6. Changes in Character of Work

If an ordered change in the Plans or Specifications materially changes the character of the Work of a Contract item from that upon which the General Contractor based his price, and said ordered change is a reimbursable change pursuant to Section B-4, and if the change increases or decreases the actual unit costs of such changed item as compared to the actual or estimated unit cost of performing the Work of said item in accordance with the Specifications and Plans originally applicable thereto, in the absence of an executed Contract Change Order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following:

(a) The basis of such adjustment in compensation will be the difference between the Contract unit-price to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be as agreed upon by the General Contractor and the Architect. If they cannot agree or if there is no unit-price for the subject work, then the costs of the work will be determined by the District in the same manner as if the work were to be paid for on the time and material basis as provided in Section B-4. Any such adjustment will apply only to the portion of the work of said item actually changed in character.

(b) Failure of the District to recognize the change in character of the work at the time the Contract Change Order is issued shall in no way be construed as relieving the General Contractor of his duties and responsibility of filing a written protest within the ten (10) day limit as hereinabove provided.

B-7. Differing Project Area Conditions

The General Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

(a) Material that the General Contractor believes may be hazardous waste, as defined in Section 25118 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or

(b) Subsurface or latent physical conditions at the Project Area differing from those indicated in the General Construction Provisions; or

(c) Unknown conditions at the Project Area of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall thereupon promptly investigate the conditions. If the District finds that they do involve hazardous waste, or do materially differ and cause a decrease or increase in the General Contractor's cost of time of performance, it will issue a change order as appropriate. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Section B-4 for adjustments as to extra and/or additional work and changes. The District shall not be liable or responsible for additional work, costs or changes to the Work due to any conditions identified in the Geotechnical (Soils) Report, the Geological Hazards Report, the Preliminary Environmental Assessment Document, the Site Assessment Background Information, and relevant CEQA documents made available for the General Contractor's review. In the event that a dispute arises between the District and the General Contractor, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the General Contractor's cost of, or time required for, performance of any part of the Work, the General Contractor shall not be excused from any scheduled completion date provided by the Contract, but shall proceed with all work to be performed under the Contract and the procedures applicable to claims for extra costs shall then apply.

B-8. Claims And Disputes

(a) Definition.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the District and the Contractor arising out of or relating to the Contract Documents. Claims must be made by written notice; must include documents supporting delay claim, including but not limited to evidence of all facts supporting alleged claim and current schedule showing impact of event or occurrence on critical path. The responsibility to substantiate Claims shall rest with the party making the Claim. This contract does not recognize the term potential claim.

(b) Decision of Architect.

Claims, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in paragraph B-9. A decision by the Architect, as provided in paragraph B-9(d), shall be required as a condition precedent to mediation of a Claim between the Contractor and the District as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to mediation in the event: the position of Architect is vacant; the Architect has not received evidence or has failed to render a decision within agreed time limit; the Architect has failed to take action required under paragraph B-9(d) within thirty (30) calendar days after the Claim is made, forty-five (45) calendar days have passed after the Claim has been referred to the Architect; or the Claim relates to a Stop Notice Claim.

(c) Time Limit on Claims.

Claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such Claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by change order will not

be considered. The failure of the Contractor to provide the required Notice shall constitute an express waiver of any right to assert such claim, whether affirmatively or defensively.

(d) Personal Certification of all Claims.

PERSONAL CERTIFICATION OF ALL CLAIMS, must be submitted with all claims in the following format on contractors letter head:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE DISTRICT IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650-12655, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

(e) Continuing Contract Performance.

Pending final resolution of a Claim including mediation, arbitration, or litigation, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. Contractor hereby waives, for itself and all Subcontractors, any and all rights of rescission or work stoppage based on District's failure to pay for disputed items included in or to be included in any Claim.

(f) Claims for Concealed or Unknown Conditions.

(f)(1) Trenches or Excavations Less Than Four Feet Below the Surface.

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) calendar days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Guaranteed Maximum Price, Guaranteed Completion Date, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the District and the Contractor in writing, stating the reasons. Claims

by either party in opposition to such determination must be made within ten (10) calendar days after the Architect has given notice of the decision. If the District and the Contractor cannot agree on an adjustment in the Guaranteed Maximum Price or the Guaranteed Completion Date, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph B-9.

(f)(2) Trenches or Excavations Greater Than Four Feet Below the Surface.

Pursuant to Public Contract Code §7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing, of any:

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

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

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

The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work will issue a change order under the procedures described in the Contract.

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

(g) Claims for Additional Cost.

If the Contractor wishes to make Claim for an increase in the Guaranteed Maximum Price, written notice as provided herein shall be given before proceeding to execute the Work. Each Claim for additional cost must include any claim for additional time associated with that claim and include all associated for both time and cost in their entirety. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons, including, but not limited to the following: a written interpretation from the Architect, an order by the District to stop the Work where the Contractor was not at fault, a written order for a minor change in the Work issued by the Architect, failure of payment by the

District, termination of the Contract by the District, the District's suspension of the Work, or other reasonable grounds, a claim shall be filed in accordance with the procedure established herein.

(h) Claims for Additional Time.

(h)(1) Notice and Extent of Claim.

If the Contractor wishes to make a claim for an increase in the Guaranteed Completion Date, written notice as provided herein shall be given. The Contractor's claim shall include the cost associated with the extension and effect of delay on progress of the Work. In the case of a continuing delay, only one (1) claim is necessary. Any claim for time must include a fragmentary schedule as described in (h)(1)(a).

a. FRAGMENTARY SCHEDULE FOR EXTENSION OF TIME

1. The Contractor's fragmentary schedule shall show all additional schedule activities required by a delay and all changes to existing schedule activities made necessary by the delay. For each additional or changed activity, contractor shall identify the new duration, start and finish dates and predecessor-successor relationships.
2. District reserves the right to modify the fragmentary schedule to more accurately reflect the effect of changed work.
3. Failure to submit a fragmentary schedule will result in waiving contractor's right for additional time.
4. Failure to request a time extension in accordance with (B-8)(c) will result in waiving Contractor's right for additional time.

(h)(2) Adverse Weather Claims.

If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the Project Critical path. For purposes of this section, abnormal rainfall shall not include anticipated rain days as set forth in Section D-4.

(h)(3) No Reservation Allowed.

In no event will the Contractor be allowed to reserve its rights to assert a claim for time extension later than as required by paragraph (B-8)(c) unless the District agrees in writing to allow such reservation.

(i) Injury or Damage to Person or Property.

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after

first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be made as provided in paragraphs (B-8)(g) or (B-8)(h).

B-9. Resolution of Claims and Disputes

(a) Architect's Review.

The Architect will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: request additional supporting data from the claimant; submit a schedule to the parties indicating when the Architect expects to take action; reject the claim in whole or in part, stating reasons for rejection; recommend approval of the claim by the other party; or suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

(b) Documentation if Resolved.

If a claim has been resolved, the Architect will prepare or obtain appropriate documentation.

(c) Actions if Not Resolved.

If a claim has not been resolved, the party making the claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: submit additional supporting data requested by the Architect; modify the initial claim; or notify the Architect that the initial claim stands.

(d) Architect's Written Decision.

If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven (7) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the claim, including any change in the Guaranteed Maximum Price or Guaranteed Completion Date or both. The Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF \$375,000 OR LESS

(a) Claims Less Than \$375,000.

Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contract Code §§ 20104, *et seq.* "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the District.

(b) Submission of Claims Less than \$375,000.

The Contractor shall submit its claim of \$375,000 or less to the Architect in writing, within the time frames established under paragraph (B-8)(c), but no later than before the final payment is made. The Architect shall respond within the time provided by statute. If the Contractor disagrees with the response or the Architect fails to respond within the time permitted, the Contractor shall notify the District of the disagreement in writing within fifteen (15) days from the date of the response or expiration of the time permitted to respond and demand a meet-and-confer conference as detailed in paragraph (B-10)(a). The District shall schedule a meet-and-confer conference within thirty (30) days of the demand. If not resolved at the meet-and-confer conference, then the claim shall be submitted to mediation. If the dispute is not resolved at the mediation, the Contractor may initiate a civil action as set forth in Public Contract Code §§ 20104 et seq.

(c) Time Limits Not Extended.

Nothing in Subdivision (a) of Public Contract Code § 20104.2 shall extend the time limit or supersede the notice requirements provided in this Contract for filing claims by the Contractor.

B-10. Dispute Resolution Of Claims In Excess Of \$375,000

(a) Meet and Confer Conference.

Following action by the Architect under paragraph B-9, the parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have authority to settle the controversy. The party disputing the Architect's action shall give the other party written notice of the dispute. Within ten (10) days after delivery of said notice, the District shall reply and schedule a mutually acceptable time and place. The executives of both parties shall then meet, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within twenty (20) days of the disputing party's notice, or if the party receiving such notice will not meet within ten (10) days, the Parties shall be excused from any further contractual requirement to meet and confer.

B-11. Guarantee

(a) In addition to warranties, representations and guarantees stated elsewhere in the General Construction Provisions, the General Contractor guarantees that all its materials and workmanship furnished hereunder are free from defects in workmanship or materials and are in conformance with the General Construction Provisions, and agrees to replace the same at its sole cost and expense, and to the satisfaction of the Architect, any and all materials which may be defective or improperly installed.

(b) The General Contractor shall repair or replace to the satisfaction of the Architect any or all such work that may prove defective in workmanship or materials and which is not in compliance with the General Construction Provisions, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.

(c) In the event of failure to comply with the above stated conditions within a reasonable time, the District is authorized to have the defect repaired and made good at the expense of the General Contractor who will pay the costs and charges therefore immediately upon demand.

(d) The signing of the Contract by the General Contractor shall constitute execution of the above guarantees. Except as otherwise provided in the Contract and as required by State law, the guarantees and warranties shall remain in effect for a period of one (1) year after the District files a Notice of Completion for the Project with the County of Tuolumne.

(e) This section does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period.

(f) General Contractor shall furnish to District all appropriate guarantee or warranty certificates upon completion of the Project or upon request by the District.

(g) All guarantees required under this section shall be in writing on the guarantee form included in the Specifications, or as furnished by the District.

(h) General Contractor shall provide to District instruction manuals for all items which require same.

(i) Nothing herein shall limit any other rights or remedies available to District.

SECTION C. CONTROL OF WORK

C-1. Authority of Architect

(a) The Architect is the representative of the District and has full authority to interpret the General Construction Provisions, to conduct the construction review and inspection of the General Contractor's performance, and to decide questions that arise during the course of the Work. The Architect has the authority to reject all work and materials that do not conform to the General Construction Provisions, and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Architect's failure to stop the Work shall not obligate the District to accept defective or otherwise unacceptable work or otherwise affect the Architect's or District's authority to reject work for any reason set forth in the General Construction Provisions.

(b) If at any time the General Contractor's work force, tools, plant or equipment appear to the Architect to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Architect may order the General Contractor to augment their number or to substitute other personnel, new or additional tools, plant or equipment, as the case may be, and the General Contractor shall comply with such order. Neither the failure of the Architect to demand such increase, nor the compliance by the General Contractor with the demand, shall relieve the General Contractor of his obligation to provide quality work at the rate of progress necessary to complete the Work within the specified time.

(c) The Architect shall have the authority to make minor changes in the Work, not involving extra costs, and not inconsistent with the purposes of the Work.

(d) Any order given by the Architect, not otherwise required by the General Construction Provisions to be in writing shall, on request of the General Contractor, be given or confirmed by the Architect in writing.

(e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Architect.

C-2. Drawings

(a) Drawings furnished herewith are for building purposes. The District will furnish the General Contractor as provided by the Architect, free of charge, five copies of full size Drawings that are reasonably necessary for the execution of the Work. The General Contractor shall have no claim for excusable delay on account of the failure of the Architect to deliver such Drawings, unless the Architect shall have failed to deliver the same within two weeks after receipt of written demand therefore from the General Contractor. The General Contractor shall keep one copy of said Drawings, in good order, available to the Architect and the Architect's representatives, and convenient to the working site.

(b) If the General Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be the General Contractor's duty to inform the Architect and the District in writing, and the Architect and District will promptly verify the same. Any work done after such discovery, until authorized, will be done at the General Contractor's risk.

(c) The Drawings shall be supplemented by such Shop Drawings prepared by the fabricator and/or supplier and Working Drawings prepared by the General Contractor as are necessary to adequately control the Work. Each submittal of Shop Drawings, requests for information and submittals will be made with one reproducible set and one copy. No changes shall be made by the General Contractor in any Shop or Working Drawings after they have been reviewed by the Architect, if the Architect deems that no further submittals are necessary. The General Contractor shall not commence the layout, purchase, fabrication, or construction of any work for which Shop or Working Drawings are required until Architect has reviewed the specifications and drawings and has indicated in writing no further submittals are required for compliance with the General Construction Provisions.

(d) Shop and Working Drawings for any structure shall include, but not be limited to, detail design calculations if requested by the District, fabrication and installation drawings, lists, graphs, operating instructions, etc., which shall be reviewed and approved by the Architect before any such work is performed.

(e) Shop and Working Drawings will be required for cribs, cofferdams, false work, centering and form work and for other temporary work and methods of construction the General Contractor proposes to use. Such Drawings shall be subject to the review and acceptance of the Architect insofar as the details affect the character of the finished work, but details of design will be left to the General Contractor who shall be responsible for the successful construction of the Work.

(f) The General Contractor agrees that Shop and/or Working Drawings processed by the Architect are not Contract Change Orders; that the purpose of these Drawings submitted by the General Contractor is to demonstrate to the Architect that the General Contractor understands the design concept, that the General Contractor demonstrates its understanding by indicating which equipment and material the General Contractor intends to furnish and by detailing the fabrication methods it intends to use. It is expressly understood, however, that favorable review of the General Contractor's Shop and Working Drawings shall not relieve the General Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the General Contractor shall be responsible for agreement and conformity of its Drawings with the Specifications

(g) Unless otherwise stated, the Architect shall have twenty-two (22) days from the date of receipt of Shop and/or Working Drawings for review.

(h) Full compensation for furnishing all Shop and/or Working Drawings shall be considered as included in the prices paid for the Contract items of work to which such drawings relate and no additional compensation will be allowed therefore. Any cost related to the Architect's review of any particular set of Shop and/or Working Drawings more than twice, due to incompleteness or unacceptability, shall be borne by the General Contractor, and the District reserves the right to withhold such costs from payments due the General Contractor.

(i) All reasonable effort has been made to locate and delineate all known structures and facilities on the plans. Except as otherwise provided herein, neither the District nor the General Contractor shall assume responsibility for the completeness or accuracy of its delineation of underground utilities, nor the existence of other buried objects which may be encountered, or which are not shown on the plans.

(j) The General Contractor shall keep and maintain a clean set of plans for the project and shall record in red ink all changes, revisions, etc., made during the course of construction. These plans shall include all changes, revisions, etc., from the original plan complete with the exact sizes, locations, dimensions, elevations, etc. These plans shall be kept and maintained in a neat, clean and legible condition and shall be available for inspection at all times by the Architect. The General Contractor shall deliver these completed plans to the Architect and the Architect shall approve these plans prior to final acceptance of the Project by the District.

C-3. Deferred Approvals

General Contractor acknowledges that all deferred approvals/submittals must be received at DSA no later than 60 days after the Site Lease and Facilities Lease are executed by the parties. General Contractor agrees to submit all necessary deferred approval/submittal materials necessary to the District, DSA, and Architect in a timely manner so as to meet the above referenced deadline and not to delay the Work.

C-4. Permits and Regulations

The General Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as shown on the plans and described in the Specifications. The General Contractor shall promptly notify the Architect and the District in

writing of any specification at variance therewith. In such instances, any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the General Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Architect, the General Contractor shall bear all costs arising therefrom.

C-5. Conformity with General Construction Provisions and Allowable Deviations

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on General Construction Provisions. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Architect, in coordination with the District, shall be the sole judge as to whether the Work or materials deviate from the General Construction Provisions. The Architect's decision as to any allowable deviations therefrom shall be final and conclusive.

C-6. Coordination and Interpretation of General Construction Provisions

(a) Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the General Contractor shall apply to the Architect for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and Plans, reference shall be made to the Architect, whose decision thereon shall be final and conclusive.

(b) Any reference made in the Specifications and Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the specification, standard, method, or publication in effect as of the date that the Work is advertised.

C-7. Subcontractors

(a) Each subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the General Construction Provisions insofar as such provisions are relevant. The General Contractor shall be fully responsible to the District for the acts or omissions of his Subcontractors and of the persons either directly or indirectly employed by it. Nothing contained in the General Construction Provisions shall create any contractual relationship between any Subcontractor and the District.

(b) If a legal action, including arbitration and litigation, against the District is initiated by a Subcontractor or Supplier, the General Contractor shall reimburse the District for the amount of legal, architect and all other expenses incurred by the District in defending itself in said action unless the District is deemed solely responsible.

(c) The District reserves the right to reasonably reject all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the General Contractor prior to the signing of the Contract, the list of subcontractors which is submitted with his proposal will be deemed to be acceptable. General Contractor shall not, without the written consent of the District, subcontract the whole of the Work,

which consent shall not be unreasonably withheld. The consent of the District to accept a subcontractor shall not in any way relieve the General Contractor of any obligation under the Contract and failure by the District to provide such consent shall not be deemed to waive any provisions of the Contract.

C-8. Cooperation of General Contractors

(a) Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the General Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

(b) When two or more contractors are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations, and for loss caused the other due to his unnecessary delays or failure to finish the work within the time specified for completion.

C-9. Superintendence

(a) The General Contractor shall designate in writing, before starting work, an individual as authorized representative(s) who shall have the authority to represent and act for the General Contractor. This authorized representative shall be present at the Project Area of the Work at all times while work is actually in progress on the Contract. When the Work is not in progress and during periods when the Work is suspended, arrangements acceptable to the Architect shall be made for any emergency work that may be required. The General Contractor must notify the District in writing of any changes to the General Contractor's authorized representative(s) and the District reserves the right to approve any such changes, with such approval not being unreasonably withheld.

(b) The General Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.

(c) Any order given by the Architect, not otherwise required by the Specifications to be in writing, will on request of the General Contractor, be given or confirmed by the Architect in writing.

C-10. Inspection of Work

(a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the IOR. The IOR will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the General Construction Provisions. The Architect shall make observations but shall not be required to make comprehensive or continuous inspections to check the quality of the Work. Neither the IOR nor the Architect shall be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Visits and

observations made by the Architect and/or the IOR shall not relieve the General Contractor of General Contractor's obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

(b) Whenever the General Contractor varies the period during which work is carried on each day, the General Contractor shall give due notice to the Architect and the IOR so that proper inspection may be provided. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Architect and other agents of the District, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

(c) It is understood that inspectors shall have the power to issue instructions and make decisions. Such inspection shall not relieve the General Contractor of the General Contractor's obligation to conduct comprehensive inspections of the Work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

(d) The Architect and the Architect's representatives and the District and the District's representatives shall at all times have access to the Work wherever it is in preparation or progress, and the General Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Architect's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the General Contractor shall give the Architect or the IOR timely notice of its readiness for inspection, and if the inspection is by an authority other than the District, of the time fixed for inspection. Inspections will be made promptly and, where practicable, at the source of supply.

(e) Work performed without inspection and not approved by the IOR may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing, including the cost of District-furnished materials used in the Work, shall be borne by the General Contractor, regardless of whether or not the Work exposed is found to be defective.

(f) Examination of questioned work, other than that installed without inspection, may be ordered by the Architect and, if so ordered, the Work must be uncovered by the General Contractor. If such work is found to be in accordance with the General Construction Provisions, the District will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the General Construction Provisions, the General Contractor shall pay such cost, unless the General Contractor can show that the defect in the Work was caused by another contractor, and in that event the District will pay such costs.

(g) The inspection of the Work shall not relieve the General Contractor of the General Contractor's obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the General Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Architect and accepted or estimated for payment. If the Work or any part thereof shall be found defective, the General Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Architect. If the General Contractor fails to

make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) calendar days after written direction by the Architect, the District may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the General Contractor.

(h) The General Contractor shall furnish promptly, without additional charge, all facilities, labor and materials reasonably needed by the Architect or the IOR for performing all inspection and tests. The General Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the General Contractor for its inspection.

(i) Where any part of the Work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or District codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the General Contractor shall furnish such notice to the appropriate agency.

(j) The Architect may direct the IOR to inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Architect is assured of the cooperation and assistance of both the General Contractor and the material producer. The IOR shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply.

(k) The General Contractor acknowledges and agrees to comply with all DSA inspection and notification requirements as they apply to general contractors including, but not limited to, the requirements of 24 Cal. Code Regs., Part 1, section 4-330 through 4-344 and DSA Procedure PR 13-01. The General Contractor agrees that compliance with these provisions requires that notification of each and every aspect of the Work be provided to the IOR at least 48 hours in advance and may result in certain Work not proceeding until IOR has received notification and has approved that Work on form DSA 152. Any subsequent construction activities that cover up the unapproved work will be subject to a "stop work order" and are subject to removal or remediation.

(l) General Contractor shall provide (2) field offices measuring at least 350 square feet each for use of the Architect and IOR and any assistant inspectors, to be located as directed by the Architect and IOR and to be maintained until removal is authorized by the District. Each office shall be of substantial waterproof construction with adequate natural light by means of stock design operable windows. The doors shall have key-type locks or padlock hasps, and doors and windows shall have security guards. General Contractor shall provide and pay for adequate electric lights, local telephone service (not a pay phone), DSL data service, two 20A circuits, 110 volt, 60 HZ service, one 110 volt duplex outlet each wall, and adequate heat and air conditioning for each field office until authorized removal. General Contractor shall also provide Architect and IOR with the reasonable use of a copy machine and a fax machine, and provide a parking area adjacent to the

office with at least 4 spaces reserved for the Architect and IOR. General Contractor shall provide the office furnishings listed below in each office. Architect and IOR shall provide all other furnishings. Architect Office and IOR Office Furnishings:

- a. One desk, 54 by 30 inch with three drawers.
- b. 2 Plan racks to hold working Drawings, shop drawings, and record documents.
- c. Two standard four-drawer letter - size metal filing cabinets with locks and 2 keys for each lock.
- d. Eight linear ft. metal bookshelves.
- e. Three chairs.
- f. One wall mounted tack board 36 x 30 inch.
- g. One wall mounted 36" high x 48" wide white board.
- h. One waste basket for each desk.

C-11. Commissioning Agent

The District maintains the right to retain an independent commissioning agent ("CA") during the construction of the Project until the completion of the Project to ensure that all building systems perform interactively according to the design intent and the specified operational improvements. The General Contractor agrees to cooperate with the CA to ensure proper commissioning of all building systems.

C-12. Coordination with District Staff

The General Contractor will coordinate with District staff and District representatives to ensure proper completion and occupancy of the Project. Such coordination activities shall include, but are not limited to, the installation of furniture, fixtures and equipment.

C-13. Tests

Except for tests required by the IOR or soils tests, the General Contractor shall perform, at the General Contractor's own expense, all tests specified or required by the Specifications. The Architect may perform such tests as the Architect deems necessary to determine the quality of work or compliance with General Construction Provisions. The General Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Architect. All tests by the Architect will be performed in such manner as will not unnecessarily delay the Work. The General Contractor shall not be required to reimburse the District for tests performed by the District or the Architect. If samples of materials are submitted which fail to pass the specified tests, the General Contractor shall pay for all subsequent tests.

C-14. Removal of Rejected and Unauthorized Work and Materials

(a) All work or materials that have been rejected shall be remedied, or removed and replaced by the General Contractor in an acceptable manner and no compensation shall be allowed the General Contractor for such removal, replacement, or remedial work.

(b) Any work done beyond the lines and grades shown on the plans or established by the Architect or any Extra Work done without written authority will be considered as unauthorized work and will not be paid for. Upon any reasonable order of the Architect and/or District, unauthorized work shall be remedied, removed, or replaced at the General Contractor's expense.

(c) Upon failure of the General Contractor to comply with any order of the Architect and/or the District made under this Section, the District may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs therefore from any monies due or to become due the General Contractor.

C-15. Equipment and Plants

(a) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project.

(b) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capability to insure the production of sufficient material to carry the Work to completion within the time limit.

(c) The General Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Architect, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants.

(d) In the case of termination of the Contract before its completion for any cause whatsoever, the General Contractor, if notified to do so by the District, shall promptly remove any part or all of his equipment and supplies from the property of the District. If the General Contractor fails to do so, the District shall have the right to remove such equipment and supplies at the expense of the General Contractor.

C-16. Reserved

C-17. Separate Contracts

(a) The District reserves the right to let other contracts in connection with this Work. The General Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with the other contractor's work.

(b) If any part of the General Contractor's work depends on proper execution or results upon the Work of any other contractor, the General Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. The General Contractor's failure to inspect and report shall constitute an acceptance of the

other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

(c) To insure the proper execution of his subsequent work, the General Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the Drawings.

C-18. Materials

(a) Unless otherwise specifically stated in the Specifications, the General Contractor shall furnish all materials necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the Work in accordance with the General Construction Provisions. The General Contractor shall, upon request of the Architect, furnish satisfactory evidence as to the kind and quality of materials.

(b) Where materials are to be furnished by the District, the type, size, quantity and location at which they are available will be stated in the General Construction Provisions.

(c) Manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Architect before acceptance of the Project by the District.

C-19. Storage of Materials

Articles or materials to be incorporated in the Work shall be stored in an area accessible by the District and in such a manner as to insure the preservation of their quality and fitness for the Work, and to facilitate inspection.

C-20. Trade Names and Alternatives

Whenever a material, article, system or subsystem is specified or described by using the name and/or model of a proprietary product or trademark or the name of the manufacturer or vendor, the specified item shall establish the type, function, and quality required. It shall be understood that the words "or approved equivalent" are implied whether or not they follow the proprietary enumeration.

The District, subject to state law in Public Contract Code Section 3400, reserves the right to determine when proprietary items have no equivalency, and when uniformity of operations, interchangeability of parts, standard parts inventory, etc., are in the District's best interest.

Requests for review of equivalency will be considered upon submission of sufficient information as described herein, to allow complete review. Such requests shall not be accepted from anyone other than the General Contractor. Such submission must be made prior to purchase, fabrication, manufacture or use of the equivalent items under consideration.

(a) General Contractor's Risk. The General Contractor acknowledges that as to any material, product or equipment that the General Contractor considers equivalent to that specified,

the General Contractor assumes all risk of any sort associated with acceptance or rejection of proposed equivalent items.

(b) Submission Requirements. Each submission for equivalency review shall include:

(1) Justification for use of the proposed equivalent item(s), including evidence, as applicable, that Contract-specified material, product or equipment is unobtainable or unobtainable within an acceptable time for contract completion;

(2) A description of the difference between specified item(s) and proposed equivalent item(s) and the comparative advantages and disadvantages of each;

(3) All relevant data addressing each specified parameter to show equivalency;
and

(4) A prediction of any effects the proposed change will have on operation and maintenance costs where applicable.

(c) Equivalency. An item will be considered equivalent to the item specified if it is equal to or better in:

(1) Design and strength in all subparts, quality, reliability and durability, operation, maintenance and serviceability, as applicable; and

(2) Specified parameters in performance in all respects for the specific function(s) indicated in the contract.

(d) Supplemental Requirements. Any tests required by the District to establish quality and performance standards shall be promptly conducted by or through the General Contractor at no additional cost to the District. In addition, the General Contractor shall:

(1) Submit any additional data requested by the Architect for the equivalency review; and

(2) Satisfactorily accomplish all changes, including any architect associated with use of equivalent items, at no additional cost to the District.

(e) Equivalency Determinations. The Architect shall be the sole judge as to equivalency determinations. The Architect's decision shall be final. The General Contractor shall have no right of appeal to any decision rejecting the equivalency of any item.

(f) Procedure.

(1) Data substantiating a request for a substitution of “an equal” item shall be submitted subsequent to the award of the contract pursuant to Section 3400 of the latest edition of the Public Contract Code.

(2) Each substitution request may include one alternate substitution. All alternate substitutions shall be submitted concurrently with substitution requests. Upon review by the District, proposed substitutions shall be returned to the bidder marked either “accepted” or “rejected.” The District shall only review alternative substitution requests if the primary substitution request is rejected. If a substitution request, and its alternative, is returned “rejected,” no further substitution requests for that product, material or system will be allowed and the bidder will provide the specified product, material or system.

C-21. Certificates of Compliance

(a) A Certificate of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Architect may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate of Compliance shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

(b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the General Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the General Construction Provisions and any such material not conforming to such requirements will be subject to rejection whether in place or not.

(c) The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

(d) The form of the Certificate of Compliance and its disposition shall be as directed by the Architect.

C-22. Assignment

The General Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the District, nor shall the General Contractor assign any monies due, or to become due to the General Contractor hereafter without the prior written consent of the District.

C-23. Use of Completed Portions, Right to Operate Unsatisfactory Equipment or Facilities

(a) The District may, at any time, and from time to time, during the performance of the Work, enter the Work Project Area for the purpose of installing any necessary work by the District

labor or other contracts, and for other purpose in connection with the installation of facilities. In doing so, the District shall endeavor not to interfere with the General Contractor and the General Contractor shall not interfere with other work being done by or on behalf of the District.

(b) If, prior to completion and final acceptance of all the Work, the District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the General Contractor), then, while the District is in possession of the same, the General Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the General Contractor's fault or negligence. Such taking of possession by the District shall not relieve the General Contractor from any provisions of the Contract regarding such structure, other than to the extent specified in the preceding sentence, nor shall such taking constitute a final acceptance of such structure or facility.

(c) If, following installation of any equipment or facilities furnished by the General Contractor, defects requiring correction by the General Contractor are found, the District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the District. Any warranties or guarantees provided by the General Contractor shall be deemed to start at the time of such occupancy or use by the District.

C-24. Lands for Work, Right-of-Way Construction Roads

(a) The District will provide the Site for the performance of the Work. Other permits and licenses are addressed by Sections E-1 and E-10. Should the General Contractor find it advantageous to use any additional land for any purpose whatever, the General Contractor shall provide for the use of such land at its expense. The Architect shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space that is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the General Contractor exclusive occupancy of the territory provided by the District.

(b) Lands, easements or rights-of-way to be furnished by the District for construction operations will be specifically shown on the Plans.

(c) The General Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the General Contractor.

C-25. District's Right to Audit and Preservation of Records

(a) The General Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The District and its authorized representatives shall have the right to audit the books, records and accounts of the General Contractor under any of the following conditions:

(1) The Contract is terminated for any reason in accordance with the provisions of the General Construction Provisions, the Facilities Lease, and/or the Site Lease in order to arrive at equitable termination costs;

(2) In the event of a disagreement between the General Contractor and the District over the amount due the General Contractor under the terms of the Contract;

(3) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the General Contractor, or the General Contractor's efficiency or effectiveness under the Contract or in connection with extras, changes, claims, additions, back charges, or others, as may be provided for in the Contract;

(4) If it becomes necessary to determine the District's rights and the General Contractor's obligations under the Contract or to ascertain facts relative to any claim against the General Contractor which may result in a charge against the District;

(5) To determine any difference in cost occasioned by a permissible substitution; or

(6) For any other reason in the District's sole judgment.

(b) The General Contractor shall provide the District (or its representatives), reasonable access during working hours to the General Contractor's books and records.

(c) The General Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the District for a period of three (3) years thereafter, at all reasonable times at the office of the General Contractor (but without any charge to the District), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the General Contractor under the Contract and relating to the Work hereunder.

(d) The District will make all payments required of it under the Contract subject to audit, under circumstances stated above, which audit may be performed at the District's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the District and are part of the District's control systems or are requested by the General Contractor, the payments made under the Contract shall not constitute a waiver or agreement by the District that it accepts as correct the billings, invoices or other charges on which the payments are based. If the District's audit produces a claim against the General Contractor, the District may pursue all its legal remedies even though it has made all or part of the payments required by the Contract.

(e) If any audit by the District or its representative discloses an underpayment by the District pursuant to the terms of the General Construction Provisions, the District shall have the duty to pay any amount found by the audit to be owed to the General Contractor. If such audit discloses an overpayment, the General Contractor shall have the obligation to reimburse the District for the amount of the overpayment. The District's right to claim reimbursement from the General Contractor of any overpayment shall not be terminated or waived until three years after the completion of the District's audit or upon the termination of audit rights under subparagraph

C-25(f), below, whichever date is later. The obligation of the General Contractor to make reimbursements hereunder shall not terminate except as provided by law.

(f) The District's right to audit and the preservation of records shall terminate at the end of eight (8) years after the date final payment is made or termination of the Contract. The General Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it and it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the work. Should the General Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the District's rights hereunder, the General Contractor shall be liable to the District for all costs, expenses and attorney's fees which the District may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise would have been available to the District from said persons under this clause. Such audit may be conducted by the District or its authorized representative.

SECTION D. PROGRESS AND COMPLETION OF WORK

D-1. Progress Schedule

(a) Consistent with the specification entitled "Construction Schedules" and after execution of the Facilities Lease, the General Contractor shall submit project scheduling information for District's approval, including but not limited to the following:

(1) **PPS:** A Preliminary Project Schedule (PPS) within **twenty-one (21) days** after receiving the Notice to Proceed. The PPS shall include a detailed plan for the Work to be completed in the first **ninety (90) days** of the Contract.

(2) **BPS:** A Baseline Project Schedule (BPS) within **sixty (60) days** after receiving the NOTICE TO PROCEED and a "cost-loaded" BPS within **seventy-five (75) days** after receiving the NOTICE TO PROCEED. The BPS shall not show more than 10% of the total activities as critical, and no activity shall have a duration longer than **fifteen (15) days**. The BPS shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) for the cost loaded value reporting, planning and scheduling, of all work required under the Project documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The BPS shall incorporate and schedule float for inclement weather and resulting muddy site conditions due to rain. Scheduled float for non-working rain related days and resulting muddy site conditions shall be based upon the latest and nearest available data from NOAA (or acceptable data issued from the National Weather Service).

(3) **MSU:** Monthly Schedule Updates (MSU) of the updated schedule that accurately indicates the actual progress of the Work for the prior month, and the remaining planed completion of the work. The "data date" for the MSU shall comport with the cost-loaded billing percentages, and shall be submitted to ARCHITECT no later than **five (5) days** after the billing percentages have approved.

(4) **SIS:** Short Interval Schedules (SIS) shall be provided at weekly scheduled meetings, and include the Construction Schedule activity numbers. The SIS shall be a **three (3) week** schedule, based upon the most recent MSU. The SIS shall include a **one (1) week** look-back, the current weeks work, and **one (1) week** thereafter. The information on the SIS shall be of sufficient detail to evaluate inspection requests.

(5) **FRAGMENTARY SCHEDULE (FRAGNET):** GENERAL CONTRACTOR shall submit a Fragnet Submittal within the time limits established by section (B-8)(c). Failure by GENERAL CONTRACTOR to submit such a Fragnet Submittal will result in GENERAL CONTRACTOR waiving its right to obtain any extension of time. The Fragnet Submittal shall be submitted on a form provided by ARCHITECT, or as otherwise approved for use on this Project. ARCHITECT will review, make comments, approve, or reject the Fragnet Submittal within **ten (10) days** after receipt. Approved Fragnet Submittals shall become incorporated into the next MSU. No delay events that are subject of a float consumption request, or a time request, shall be incorporated into the project schedule until approved by ARCHITECT.

(b) The scheduling, and cost loading thereof, is necessary for the DISTRICT'S adequate monitoring of the progress of the work and it is to be used in the preparation of the Tenant Improvement Payment Applications. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the Contract. GENERAL CONTRACTOR shall adhere to any such modifications required by the DISTRICT. Between the Monthly Schedule Updates (MSU's), it is the obligation of the GENERAL CONTRACTOR to monitor the progress of the Work against the current MSU Construction Schedule activities, and to notify the Architect and District in writing of all changed activity start dates and finish dates.

(c) GENERAL CONTRACTOR will exchange scheduling information with sub-contractors and suppliers. GENERAL CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

(d) The GENERAL CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within **fifteen (15) days** if, at any time, the ARCHITECT or DISTRICT considers the completion date to be in jeopardy. The revised schedule shall be designed to show how the GENERAL CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the GENERAL CONTRACTOR shall be the same as for the original progress schedule. The GENERAL CONTRACTOR shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. GENERAL CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

(e) IF GENERAL CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE GENERAL CONTRACTOR TO ANY DELAY CLAIM OR DAMAGES DUE TO ANY SUCH REVISED SCHEDULE.

D-2. Commencement and Progress of the Work and Time of Completion

(a) Commencement. The General Contractor shall begin the Work after receiving a Notice to Proceed within the period of time set forth in the Supplemental Conditions. Thereafter, the General Contractor shall diligently prosecute the Work to completion as specified in the General Construction Provisions. The Architect shall have the right to specify the locations where the General Contractor shall start and proceed with the Work.

A preconstruction conference will be convened after the General Contractor has delivered the necessary bonds, insurance certificates and signed agreement in proper form as required in the proposal and general conditions of these specifications. Prior to any work, the General Contractor shall provide the Architect with a list of key personnel assigned to the Project and the telephone numbers where they may be reached at any time. The list shall be made available in sufficient copies and presented at the preconstruction conference.

Notwithstanding any other provisions of the Contract, the District shall not be obligated to accept or pay for any work furnished by the General Contractor prior to the issuance of the Notice to Proceed whether or not the District has knowledge of the furnishing of such work. The General Contractor shall not commence with work on the Project until his Contract bonds and evidence of insurance comply with all Contract requirements and a Notice to Proceed has been issued.

The General Contractor shall notify the Architect and the District in writing two (2) working days (48 hours) prior to commencement of work on the Project or scheduling work for a Saturday, Sunday, or District Holiday. Failure to provide said notification will void the District's obligation to provide inspection. Any work done in the absence of the IOR shall be subject to rejection.

(b) Completion. All work under the Contract shall be completed within the period of time set forth in Section D-2 of the Supplemental Conditions. The Contract shall be deemed completed when the Architect has certified the completion of the Project.

D-3. Suspension of Work

(a) The District may at any time, by notice in writing to the General Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the Project by the General Contractor, his Subcontractors or agents, and the General Contractor shall have no claim for damages or additional compensation on account of any such suspension.

(b) The District may at any time suspend any part or all of the Work upon ten (10) days written notice to the General Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the District. Work shall be resumed by the General Contractor after such suspension on written notice from the District.

(c) In the event of any suspension of the Work in whole or in part under subsection (b) above, the General Contractor shall be entitled to an extension of time wherein to complete the

Work to the extent of the delay caused the General Contractor thereby and reasonable compensation for all resulting damage such suspension caused.

(d) In the event the entire work shall be suspended by order of the District, as herein above provided, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the General Contractor, and notice to resume the Work shall not have been served on the General Contractor as herein above provided, the General Contractor may, at its option, by written notice to the District, terminate the Contract along with the Facilities Lease and Site Lease pursuant to the termination provisions found in the Contract and in Section 7.2 of the Site Lease and the District shall have no claim for damages because of such termination of the Contract

D-4. Delay in the Work – Timely Extension

The General Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work or thereof within the time limits fixed therein. If the General Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the District may exercise the termination provisions set forth in Section D-5 below.

(a) Excusable Delays. Excusable delays shall be delays in the General Contractor's work due to Force Majeure such as war, insurrection, riot, acts of the public enemy, fire, earthquake, flood, casualty, epidemic, quarantine, restriction, strike, lockout, freight embargo, lack of transportation, archaeological occurrences described in Section E-22 herein, unavailability of labor or materials, weather of an unusually severe nature, governmental actions or restrictions, injunction, or acts of God, beyond the General Contractor's control, or by delay authorized by the District, or by any cause which the District shall decide to justify the delay. Once the site development work is completed or substantially completed, the General Contractor will not generally be granted time extensions for weather conditions which are normal conditions for the time of year in the area where the Project is located according to the U.S. Weather Bureau Records. Except as provided in Section D-4(f) below, in the event of an excusable delay, the time of completion shall be extended for such reasonable time as the District may decide. The General Contractor's right to an extension of time for an excusable delay is expressly subject to General Contractor's giving written notice of such claim within the time periods required by Section B-8(c). Failure to give such notice shall be construed as a waiver of such right. It is understood and agreed that extensions of time and auditable costs directly related to an excusable delay shall be the General Contractor's sole and exclusive remedy for said excusable delay.

(b) The General Contractor and the District understand and agree that the Contract time for the completion of this Project is a very important part of the Contract. Extensions of time will only be granted as provided above when events actually cause the General Contractor to be delayed in the performance of the progress of the work. When acts or omissions occur which could cause delay, the General Contractor will take all reasonable means in order to be able to continue to work as scheduled without any delay, or as short a delay as possible. Additionally, if inclement weather causes accumulation of standing water on the work site or other conditions which might cause

delay, the General Contractor shall take all measures reasonably necessary to permit work to continue as quickly as possible.

(c) If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by date substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse affect on the scheduled construction. Adverse weather conditions shall be considered only as those conditions that exceed the average annual number of rain days and rain quantities as established by the Annual Local Climatological Summary and NOAA National Technical Memorandum NWS WR-65 (Revised) as published by the United States Government, National Weather Service, National Climate Center, Asheville, North Carolina.

(d) The Architect shall be responsible for determining when adverse weather conditions result in non-workable days.

(e) The number of days that are anticipated to be non-workable due to adverse weather conditions shall be as set forth in Section D-4 of the Supplemental Conditions. Days deemed non-workable by the Architect in excess of such anticipated number shall be considered excusable delays.

(f) Unexcused delays shall be delays in the General Contractor's work due to acts or neglect of the General Contractor, its employees, subcontractors or those under it by contract or otherwise. In the event of an unexcused delay, the General Contractor expressly agrees that it shall not be entitled to either an extension of time or recovery of its costs.

(g) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the District for additional compensation or damages unless caused by the District or another contractor employed by the District.

D-5. Termination Upon Default

(a) In the event of any default by the General Contractor as described below, the District may, after giving ten (10) days written notice to the General Contractor, terminate the General Contractor's right to proceed with the Work or any part of the Work in the District's sole discretion. Events of default include:

(1) A substantial failure or refusal to prosecute the Work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or failure to complete said work within such time;

(2) Filing of bankruptcy by the General Contractor, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of the General Contractor's insolvency without discharge of the receiver within ten (10) days after its appointment;

(3) A substantial failure to make prompt payments to Subcontractors or suppliers;

(4) A substantial persistent disregard of laws, ordinances, or the instructions of the Architect, or other substantial violation of any provision of the Contract; or

(5) A default under the applicable provisions of the Facilities Lease and/or Site Lease.

(b) The rights and remedies of the District provided in this Section are in addition to any of the rights and remedies provided by law or under the Contract.

(c) The District agrees that prior to declaring an event of default under subsections (1), (3), (4), or (5), it shall allow the General Contractor a period of two weeks commencing from delivery of written notification to the Project Representative as an opportunity to cure.

(d) The General Contractor shall have no claim for damages for such termination, nor any claim for anticipated profits on the Work thus dispensed, with unless it is determined that the termination due to default was improper.

D-6. Termination for Convenience

If at any time before completion of the Work, the District determines that it is either impossible or against the interests of the District to complete the Work, or if the Work is stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the District may, upon ten (10) days written notice to the General Contractor, discontinue the Work and terminate the General Construction Provisions, the Facilities Lease and the Site Lease pursuant to the provisions found in the Contract and in Section 7.2 of the Site Lease. Upon service of such notice of termination, the General Contractor shall discontinue the Work in such manner, sequence, and at such times as described below. The General Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other actually performed up to the time of discontinuance, including any Extra Work ordered by the Architect or the District to be done, nor for any claim for liquidated damages.

Termination of the Contract for convenience and the total compensation payable to the General Contractor in the event of termination shall be governed by the following:

(a) The District will issue the General Contractor a written notice signed by the District, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the District, the General Contractor shall:

(1) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance;

(2) Perform Work the District deems necessary to secure the project for termination;

(3) Remove equipment from the site of the Work;

(4) Take such action as is necessary to protect materials from damage;

(5) Notify all Subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the District;

(6) Provide the District with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the District may request;

(7) Dispose of material not yet used in the Work as directed by the District. It shall be the General Contractor's responsibility to provide the District with good title to all materials purchased by the District hereunder, including material for which partial payment has been made and with bills of sale or other documents of title for such materials;

(8) Subject to the prior written approval of the District, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the District, the General Contractor shall assign to the District all the right, title and interest of the General Contractor under subcontracts or orders for materials terminated hereunder;

(9) Furnish the District with the documentation required to be furnished by the General Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract; and

(10) Take such other actions as the District may direct.

(b) Termination of the Contract shall not relieve the General Contractor of responsibility for damage to materials except as follows:

(1) The General Contractor's responsibility for damage to materials for which partial payment has been made and for materials furnished by the District for use in the Work and unused shall terminate when the District certifies that such materials have been stored in the manner and at the locations he or she has directed;

(2) The General Contractor's responsibility for damage to materials purchased by the District subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the District; and

(3) When the Architect determines that the General Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the Project for termination, he or she will recommend that the District formally accept the Project, and immediately upon and after such Acceptance by the District, the General Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the Project by the District.

(c) The total compensation to be paid to General Contractor shall include the following: (a) all amounts owing to it under the Contract for Work completed in accordance with

the Plans and Specification as of the date on which the termination notice is delivered; (b) all amounts owing under the Contract for additional Work performed pursuant to Section D-6(a) above; (c) any costs incurred by General Contractor in canceling orders and contracts relative to this Contract that General Contractor had placed or entered into prior to receipt of the cancellation notice and all reasonable costs of demobilization. All records of General Contractor and the subcontractors, necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the District at all times after issuance of the notice that the Contract is to be terminated and for a period of eight (8) years, and such records shall be retained for that period.

(d) The provisions of this Section shall be included in all subcontracts.

D-7. Rights of District Upon Termination

(a) In the event the right of the General Contractor to proceed with the Work, or any portion thereof, has been terminated because of the fault of the General Contractor and the General Contractor has been given ten (10) days notice to cure such fault and has not done so, the District may take over the Work and prosecute the same to completion by contract or any other method the District deems expedient, and may take possession of and utilize in completing the Work such materials, appliances, equipment and plant as may be on the site of the Work and necessary therefore. In such event, the General Contractor and its sureties shall be liable for all damages including costs of managerial and administrative services, architect, legal and other consultant fees, and liquidated damages sustained or incurred by the District in enforcing the provisions of the Contract and in completing or causing to complete the Contract work.

(b) Upon termination, the General Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the District, including architect, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the Work had been completed by the General Contractor in accordance with the terms of the Contract, then the difference shall be paid to the General Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the District on account of termination of the Contract and subsequent completion of the Work by the District by whatever method the District may deem expedient shall exceed said amount which the General Contractor would otherwise have been paid, the General Contractor and his sureties shall be liable to the District for the full amount of such excess expense.

(c) The rights and remedies of the District provided in this Section are in addition to any of the rights and remedies provided by the law or under the Contract.

D-8. Failure to Timely Complete the Work – Liquidated Damages

(a) Liquidated Damages. It is agreed by the parties to the Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Contract and/or Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the District; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the General

Contractor shall pay to the District as damages the amount set forth in Section D-8 of the Supplemental Conditions for each and every day's delay in finishing the Work in excess of the number of days specified. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The District shall have the right to deduct the amount of liquidated damages from any money due or to become due the General Contractor.

(b) Exclusions. Notwithstanding the provisions of subsection (a), the General Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the District or the owner of the utility under Government Code Section 4215.

D-9. Clean-up

During the progress of the Work, the General Contractor shall maintain the Work area and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. All waste materials shall be removed daily from the said area and disposed of by the General Contractor by any proper means at his own expense unless designated otherwise on the plans. No waste materials shall be placed in the public street right-of-way. Unless otherwise specified, all existing piping, materials and/or equipment removed pursuant to the Contract shall become the General Contractor's property.

Upon completion of the Work and before the final estimate is submitted, the General Contractor shall, at its own cost and expense, remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to the General Contractor or used under the General Contractor's direction during the construction, and in the event of the General Contractor's failure to do so, the same may be removed by the District after ten (10) calendar days written notice to the General Contractor. Such removal shall be at the expense of the General Contractor.

The General Contractor shall use care in the removal of materials and equipment so as not to cause damage to existing facilities and structures. The General Contractor shall assume liability for all such damage. Where the construction has crossed yards or driveways, restoration shall be by the General Contractor to the complete satisfaction of the Architect, at the General Contractor's expense.

The General Contractor shall make its own arrangements for the disposal of waste materials. If the General Contractor elects to dispose of such materials on private property, the General Contractor shall obtain written permission from all property owners involved.

SECTION E. LEGAL RELATIONS AND RESPONSIBILITY

E-1. Compliance with Laws – Permits, Regulations, Taxes

The General Contractor is an independent contractor and shall, at the General Contractor's sole cost and expense, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, pay at its expense all construction related taxes including

but not limited to manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to the General Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. The General Contractor shall also pay, at its expense, all property tax assessments on materials or equipment used until acceptance by the District. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in the Contract in relation to any such law, rule, ordinance, regulation, order or decree, the General Contractor shall forthwith report the same to the Architect in writing. It shall also protect, defend and indemnify the District and all of the District's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the General Contractor himself or by his employees. Particular attention is called to the following:

(a) Without limitation, materials furnished and performance by the General Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

(b) The General Contractor, upon request, shall furnish evidence satisfactory to the District and the Architect that any or all of the foregoing obligations have been or are being fulfilled. The General Contractor warrants to the District that it is licensed by all applicable governmental bodies to perform the Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable performance under the Contract.

(c) The General Contractor is required to insure that material safety data sheets (MSDS's) for any material requiring a material safety data sheet pursuant to any Federal or State law are available in a readily accessible place on the Project premises. The General Contractor is also required to insure (i) the proper labeling of any substance brought onto the Project premises by the General Contractor or any subcontractors, and (ii) that the person(s) working with the material, or within the general area of the material, are appropriately informed about the hazards of the substance and follow proper handling and protection procedures.

(d) The General Contractor is required to comply with the provisions of California Health and Safety Code Section 25249 *et seq.* (Proposition 65), which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer.

(e) The General Contractor shall comply in all respects with the District's labor compliance program as required by State Law.

(f) General Contractor shall comply with and shall ensure that all subcontractors comply with District's contract employee fingerprint requirements through the Department of Justice prior to employee(s) beginning work on the Project. General Contractor must contact District Facility Department for the necessary forms.

E-2. Prevailing Wage

(a) The General Contractor shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the General Contractor or any Subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775 which is incorporated herein by reference. Copies of the current schedules for prevailing wages are on file in the District's office, and the contents of those schedules are included herein as if set forth in full.

(b) The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the General Construction Provisions. The possibility of wage increases is one of the elements to be considered by the General Contractor in determining its proposal, and will not under any circumstances, other than delays caused by the District, the Architect, or the District's agents, be considered as the basis of a claim against the District.

(c) The General Contractor agrees to follow the instructions of the District's labor compliance officer until notified otherwise in writing by the District.

(d) General Contractor agrees that the Work is subject to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1720) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at section 16450) (collectively, "CMU Laws"). The General Contractor and each subcontractor performing any portion of the Work shall comply with the CMU Laws. The Director of the Department of Industrial Relations of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. Copies of the applicable prevailing wage rate determinations are made available to the General Contractor and Subcontractor at the Pre-Job Conference Meeting. The General Contractor shall post a copy of this document at the prevailing wages at each job site, along with a CMU work place poster (available at http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html, the office of the DLSE, or by e-mail to CMU@dir.ca.gov), printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d). It shall be mandatory upon the General Contractor and upon any Subcontractor under him or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract.

E-3. Prevailing Wage Records

The Work is subject to monitoring and enforcement of prevailing wage requirements by the Compliance Monitoring Unit ("CMU") and the following provisions will apply:

Contractor and subcontractors shall maintain and furnish to the CMU, a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports in PDF form shall be transmitted electronically

to the CMU after first registering at <https://apps.dir.ca.gov/eCPR/DAS/altlogin>. The provisions of Labor Code section 1776 are incorporated herein by reference.

The DISTRICT and the CMU shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The CMU will notify the General Contractor or Subcontractor(s), as appropriate) of any noncompliance, in order for all such General Contractor or Subcontractor(s) to correct the noncompliance.

The District shall withhold payments when payroll records are delinquent or inadequate.

The District shall withhold payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

The District shall cooperate with the CMU and DLSE in any investigation of suspected violations of prevailing wage requirements.

As directed by the Labor Commissioner, the District shall withhold Contract payments equal to the payments due or estimated to be due to the General Contractor or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such General Contractor or Subcontractors. The General Contractor shall be required to withhold payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured such delinquency or deficiency.

These payroll records shall be made available to the District's representatives. These records shall be maintained during the course of the Work. The General Contractor and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

The General Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower tier subcontractors.

The Project will not be accepted as complete by the District nor final payment made until all items of non-compliance are corrected or until appropriate provision is made by depository agreement to assure the ultimate resolution and payment of any back wages that may be found due.

A pre-construction conference shall be conducted before commencement of the Work with the General Contractor and subcontractors at which time the prevailing wage requirements will be reviewed and agreed to by all parties.

E-4. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

E-5. Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of said General Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The General Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Work. This record shall be open at all reasonable hours to the inspection of the District, State and Federal officers and agents. It is hereby further agreed that, except as provided in (a) above, the General Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the General Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

E-6. Compliance with State Requirements for Employment of Apprentices

The General Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the General Contractor or any Subcontractor employed by the General Contractor in the performance of the Work shall take such actions as necessary to comply with the provisions of Section 1777.5.

E-7. Underground Utilities

(a) In accordance with Government Code Section 4215, the General Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the General Contractor to exercise reasonable care, and removing or relocating existing main or trunk line

utility facilities which are not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the Project necessarily idled during such work, provided that the General Contractor shall first notify the District before commencing work on locating, repairing damage to, removing or relocating such utilities. The General Contractor shall not be assessed liquidated damages for delays in completing the Work when such delays are due to the failure of either the District or the owner of the utility to provide for removal or relocation of such utility facilities.

(b) The General Contractor shall take all precautions necessary to protect the existing utilities within the Project area. Any utilities damaged due to the General Contractor's negligence shall be repaired or restored to their original condition at the General Contractor's sole expense. Existing utilities shall be kept in service during the life of the Contract unless relocation, reconstruction, abandonment, or outage is specifically authorized by the Architect.

(c) The General Contractor shall provide and maintain such temporary supports as may be necessary to preserve the functions of the various utility systems. No wires, conduits and/or pipes shall be removed until all services therein have been made inoperable.

(d) The General Contractor shall notify the Architect and appropriate Regional Notification Center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing excavation or other work close to any underground pipeline, conduit, duct, wire and other structures. The General Contractor shall provide updated information to the Notification Center as required and on a periodic basis. The Regional Notification Center includes but is not limited to the Underground Service Alert-Northern California (USA) at (800) 642-2444.

(e) The General Contractor is advised that the State of California does not participate in USA. The General Contractor is required to notify CalTrans Permits Branch (916) 741-4036 for the location of State facilities.

(f) The General Contractor shall not proceed with work until utility facilities involved have been located, disconnected, or otherwise adjusted by utility representatives.

(g) The District's Maintenance and Operations department, or its equivalent, will make repairs to all water service laterals and water mains damaged by the General Contractor during the course of construction unless directed otherwise by the Architect. Except as otherwise provided in this Section, the General Contractor shall be required to pay all labor, material and equipment costs incurred by the District's Maintenance and Operations department for the repairs made to damaged water service laterals and water mains. The District will bill the General Contractor for the repairs and the bills will be paid by the General Contractor prior to either the next monthly progress payment or prior to the final payment, whichever comes first. The General Contractor shall provide to the Architect proof of payment of the repair bills prior to the issuance of either the monthly progress payment or final payment. The current labor and equipment rates for the District's Maintenance and Operations department will be made available to the General Contractor at the preconstruction conference. The District shall have the right to deduct the total amount of any unpaid District repair bill from the money due or to become due the General Contractor.

E-8. Water Pollution

The General Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The General Contractor shall comply with Section 5650 of the California Fish and Game Code and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

E-9. Payment of Taxes

The Contract prices paid for the Work shall include full compensation for all taxes that the General Contractor is required to pay, whether imposed by Federal, State, or local governments.

E-10. Permits and Licenses

With the exception of DSA permits and any utility connection charges related to the Project, the General Contractor shall procure and pay for all necessary permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The General Contractor shall, at a minimum, possess and maintain the licenses and permits set forth in the Supplemental Conditions. All such costs, charges and fees contemplated by this section, with the exception of the licenses and permits set forth in the Supplemental Conditions, shall be subject to reimbursement by the District at cost, with no markup, pursuant to the payment provisions and approval provisions found herein.

E-11. Patents

The General Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the Work, and agrees to indemnify, defend and save harmless the District, the Architect, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

E-12. Public Convenience

This section defines the General Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

(a) The General Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. The General Contractor shall have under construction no greater length or amount of work than can be properly prosecuted with due regard to the rights of the public.

(b) Unless otherwise provided in the General Construction Provisions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. In order to expedite the passage of public traffic through or around the work, the General Contractor

shall install as appropriate signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Architect, the General Contractor shall provide and station competent flag persons whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flag persons, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.

(c) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the General Contractor at its expense.

(d) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

(e) Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

(f) Water shall be supplied if ordered by the Architect for the alleviation or prevention of dust nuisance as provided in the General Construction Provisions.

(g) Flag persons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the General Contractor at its expense.

(h) All traffic control shall be in accordance with State of California Standard Specifications, July 1992 Section 7-1.08 (Public Convenience) and Section 7-1.09 (Public Safety) as amended, the State of California, Department of Transportation Manual of Traffic Control for Construction and Maintenance Work Zones (1990) as amended and this Section.

(1) Traffic Control Plans. Traffic Control Plans (hereinafter "TCP") shall be developed for the Project to assure that adequate consideration is given to the safety and convenience of motorists, pedestrians, and workers during construction. The TCP shall include, but not be limited to, signing, pavement markings, construction scheduling, permanent barricades, methods and devices for delineation and channelization, placement and maintenance of devices, roadway lighting, traffic regulations, surveillance and inspection. The TCP shall be approved by the Architect a minimum of two (2) working days prior to start of any work. Non-compliance with any stipulation of this Section will be justification for the District to stop work.

(2) Traffic Control Devices and Procedures. Traffic control devices and procedures shall conform to the State of California, Department of Transportation, Manual of Traffic Controls for Construction and Maintenance Work Zones (1990) as amended. Special attention shall be given to the design and placement of construction signs and channelization devices, proper training and use of flagmen, and Section 5-08 "Principles of Work Zone Traffic

Control.” Non-compliance with any stipulation of this Section will be justification for the District to stop work.

(3) Elimination of On-Street Parking. The General Contractor shall place notification for the elimination of on-street parking, if required, at least forty-eight (48) hours, but not more than seventy-two (72) hours prior to the start of work. The notification shall include the General Contractor's telephone number, the District's telephone number and the phrase “VEHICLES WILL BE TOWED PURSUANT TO CVC SECTION 22651 (L).” This notice shall be affixed to a Type II barricade that is placed in the lane of the road (maximum 200 ft. spacing) used for on-street parking. No other location or method of placement is acceptable. The notification shall be in a form approved by the Architect. Non-compliance with any stipulation of this Section will be justification for the District to stop work.

(4) Lane Closures. All lane closures shall be included in the TCP, and shall both conform to Section E-12(h)(2) above, and be approved by the Architect. Total road closures will not be allowed for the Project.

(5) Measurement and Payment. Unless specifically shown as an item of work on the proposal form, all traffic control shall be considered included in other items of work and no additional compensation will be made for labor, materials or equipment needed.

E-13. Continuous Operability of Facilities

Absent written permission by the Architect, the continuous operation of all existing facilities is required and shall in no way be affected by the Work.

E-14. Safety

(a) General

(1) The General Contractor shall be solely and completely responsible for the conditions of the job Project Area, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.

(2) The services of the Architect in conducting construction review of the General Contractor's performance is not intended to include review of the adequacy of the General Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Architect or the District responsible for providing a safe place for the performance of work by the General Contractor, Subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.

(3) The General Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property.

Special care shall be exercised relative to electrical work, work involving excavation and in sump pump work. All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

(4) All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

(5) Nothing in the Contract is to be construed to permit work not conforming to governing law. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

(6) The General Contractor shall submit a safety plan and/or narrative description to the Architect prior to commencement of the Work. This safety plan and/or narrative description shall describe all first aid, safety clothing, etc. to be used at the Project area.

(b) Shoring and Trench Safety Plan

(1) Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the General Contractor shall comply with this law.

(2) In accordance with Section 6705 of the State Labor Code, the General Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five feet or more in depth required under the Contract, the General Contractor shall furnish to the Architect and the Architect working drawings of his trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural architect. In no event shall the General Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the General Contractor from the requirement to maintain safety in all operations performed by it or its Subcontractors.

E-15. Blasting

Except for exceptional circumstances, blasting shall be prohibited. Accordingly, Work should be prepared on the basis that no blasting will be permitted. Should blasting be required and expressly approved by the District, the District will issue a Change Order for blasting work.

E-16. Intoxicating Liquors and Narcotics

The General Contractor shall not sell, permit or suffer the introduction or use of intoxicating liquors or narcotics upon or about the Project area.

E-17. Protection of Persons and Property

(a) The General Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the District's property, adjacent property, and any other improvements or facilities within or adjacent to the Work. If such improvements or property are injured or damaged by reason of the General Contractor's operations, they shall be replaced or restored, at the General Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the General Contractor's operations.

(b) The General Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The General Contractor shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the Work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The General Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Architect. All obstructions to traffic shall be guarded by barriers illuminated at night. The General Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, it must comply with the laws and regulations of the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

(c) The General Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition at least equal to what existed prior to its entry onto the job.

(d) Type and time of construction required at any road subject to interference by the Work Contract work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the General Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the District at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the General Contractor shall provide all necessary flag persons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the General Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed.

(e) The General Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, shall properly strengthen such structures where necessary. The General Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

E-18. Responsibility for Repair of Facilities

All public or private facilities, including but not limited to, gravel surfacing at existing canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the Work shall be repaired and/or replaced by the General Contractor to match facilities existing prior to construction. In addition, the General Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

E-19. District's Repair

In the event the General Contractor refuses or neglects to initiate or make good any loss or damage for which it is responsible under the Contract within five calendar days following mailing of written notice by the District of such loss or damage (unless District determines that immediate action is necessary at which point no written notice or five day period shall be necessary), the District may itself or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable architect, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the General Contractor. Such costs and expenses may be deducted by the District from claims for payment made by the General Contractor for work completed or remaining to be completed.

E-20. Antitrust Claim Assignment

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to the Contract, the General Contractor and all Subcontractors shall offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the General Contractor, without further acknowledgement by the parties.

E-21. General Contractor's License Notice

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

E-22. Historical, Scientific and Archeological Discoveries

All articles of historical or scientific value, including but not limited to coins, fossils, and articles of antiquity that may be uncovered by the General Contractor during the progress of work,

shall become District property. Such findings shall be reported immediately to the Architect who will determine the method of removal, where necessary, and the final disposition thereof.

SECTION F. INSURANCE AND LIABILITY

F-1. Insurance

The General Contractor shall procure and maintain for the duration of the Contract, including the warranty of Section B-11 herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the General Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the General Contractor's Proposal.

(a) Neither the General Contractor nor any subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII. The State Compensation Insurance Fund is acceptable for the insurance required under section F-1(h)(1).

(b) Prior to execution of the Facilities Lease, the General Contractor shall furnish the District with original endorsements effecting coverage for all policies required by the Contract. The General Contractor shall not permit any subcontractor identified in the Designation of Subcontractors form to commence work on the Project until such subcontractor has furnished the General Contractor with insurance coverages and limits required herein. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms mutually agreed to between General Contractor and its insurers and the District. The District may require the General Contractor or any subcontractor to furnish complete certified copies of all insurance policies effecting the coverage required by the Contract.

(c) All of the General Contractor's policies shall contain an endorsement providing that written notice shall be given to the District at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

(d) Any policy or policies of insurance that the General Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the District and the Architect.

(e) The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the General Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the General Contractor under the Contract.

(f) In addition to any other remedy the District may have, if the General Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount

substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the General Contractor under the Contract.

(g) The General Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the Contract required coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. As required by the Contract, the maintenance by the General Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of the Contract. The failure of the General Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of the Contract:

(1) Worker's Compensation and Employer's Liability Insurance. The General Contractor and all Subcontractors shall maintain insurance to protect the General Contractor or Subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Workers' Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The General Contractor shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the General Construction Provisions. If an injury occurs to any employee of the General Contractor or any of the Subcontractors for which the employee or its dependents, in the event of his or her death, may be entitled to compensation from the District under the provisions of the said Acts, or for which compensation is claimed from the District, there will be retained out of the sums due the General Contractor under the Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due, the General Contractor. Use of the State Compensation Insurance Fund is acceptable.

(2) Commercial General and Automobile Liability Insurance. The General Contractor shall maintain in effect at all times during the performance of the work hereunder not less than the following coverages and limits of Commercial General and Automobile Liability insurance:

a) Form and Amount. Coverage for commercial general liability and automobile liability shall be at least as broad as the following: (1) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01 04 13); (2) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01 63 01 Symbol 1). The amount of insurance coverage shall not be less than \$5,000,000.00 per occurrence with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the General Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

Subcontractors shall maintain in effect at all times during the performance of the work hereunder not less than the following coverages and limits of Commercial General and Automobile Liability insurance:

b) Form and Amount. Coverage for commercial general liability and automobile liability shall be at least as broad as the following: (1) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01 04 13); (2) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01 03 10 Symbol 1). The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence with an aggregate no less than two (2) times the required per occurrence limit applying to bodily injury, personal injury, and property damage, or any combination of the three. Any deductibles must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles as respects the entity, its officers, officials, employees and volunteers; or the subcontractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration expenses, and defense expenses.

The General Contractor's commercial general and automobile liability insurance coverage shall include the following:

i) ISO CG 20 10 07 04 additional insured endorsement, or equivalent, naming the District and District's officers, employees, and agents, each as additional insureds with respect to any potential liability arising out of the performance of any work under the Contract, and providing that such insurance is primary insurance as respects the interests of the District and District's officers, employees, and agents and that any other insurance, risk pool membership, or other liability protection maintained by the District is excess to the insurance required hereunder, and will not be called upon to contribute to any loss unless and until all limits available under the contractor's and subcontractor's insurance policy/policies have been paid;

ii) No exclusion of coverage for suits by the District against the Contractor for otherwise covered risks;

iii) Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability, and Completed Operations coverages, and elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards;

iv) ISO CG 20 37 07 endorsement or equivalent naming the District and the District's officers, employees and agents, each as additional insureds under the Broad Form Property Damage and Completed Operations coverage for any potential covered liability arising from the Contract.

v) The General Contractor's insurance shall contain a provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the General Contractor under the Contract, including, without limitation, that set forth in Section F-2, Indemnity and Litigation Costs;

vi) Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officers, officials, employees, or volunteers; and

vii) The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(3) Builder's Risk or Installation Floater "All-Risk" Insurance. Before commencement of the Work, the General Contractor shall submit written evidence that it has obtained for the period of the Contract, Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine "All-Risk" Installation Floater Insurance, as may be applicable, upon the entire project which is the subject of the Contract, including completed work and work in progress. The policy or policies of insurance shall name the General Contractor and the District as insureds as their respective interests may appear, and shall include an insurer's waiver of subrogation rights in favor of each. Such insurance may have a deductible clause, but the amount of the deductible shall be subject to the approval of the District. The Builder's Risk policy will exclude coverage for earthquake and flood and the risk of loss of these casualties shall not be borne by the General Contractor.

F-2. Indemnity and Litigation Cost

(a) Promptly upon execution of the Facilities Lease, the General Contractor specifically obligates itself and hereby agrees, in addition to its indemnification responsibilities under the Facilities Lease and Site Lease, to protect, hold free and harmless, defend and indemnify the District and District's respective officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments, including attorney's fees, which arise out of or are in any way connected with the General Contractor's, or its Subcontractors' or suppliers', performance of work under the Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall imply no reciprocal right of the General Contractor in any action on the Contract pursuant to California Civil Code Section 1717 or Section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the General Contractor shall apply to any and all acts or omissions, whether active or passive, on the part of the General Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the District.

(b) In any and all claims against the District and District's officers, employees and agents by any employee of the General Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the General Contractor or any Subcontractor under Workers' Compensation statutes, disability benefit statutes or other employee benefit statutes.

(c) This indemnity shall not apply to fees and costs incurred by the District in prosecuting or defending against the General Contractor in any proceeding under Sections B-8, B-9, and B-10 of these General Conditions.

F-3. Protection of Work

(a) The General Contractor shall be responsible for the care of all the Work until its completion and final acceptance by the District. The General Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work or the same may be done at the General Contractor's expense by the District and the General Contractor and its sureties shall be liable therefore for losses in excess of all insurance coverages. The General Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The General Contractor shall be allowed a reasonable extension of time on account of such delays, subject to satisfaction of the conditions herein before specified for extensions of time.

(b) The General Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the General Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the General Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The General Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of their fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the General Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the General Contractor removes fences to obtain work room, the General Contractor shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Architect. All costs of providing, maintaining and restoring gates and fencing shall be home by the General Contractor. The General Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

(c) The General Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The General Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Architect.

(d) The General Contractor shall be responsible for all damage to any property resulting from trespass by the General Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the General Contractor.

(e) The General Contractor shall see that the Project Area is kept drained and free of all ground water and any other water that may impede the progress or execution of the Work.

(f) The General Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

(g) In an emergency affecting the safety of life, the Work, or adjoining property, the General Contractor, without special instruction or authorization from the Architect, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and the General Contractor shall so act without appeal if so instructed or authorized. Any compensation claimed by the General Contractor on account of emergency work shall be determined as specified under Section B-3. Any claims for compensation made by the General Contractor on account of emergency work shall be determined as specified under Section B-3.

(h) Except as provided by Government Code Section 4215, the General Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the General Construction Provisions, and the General Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the General Construction Provisions, as between the General Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the General Contractor shall perform any such work in conformance with applicable provisions of Sections B-3 and B-4, if so directed by the Architect. In such situations the General Contractor shall not be responsible for delay in completion of the Project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the General Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the General Construction Provisions, the General Contractor shall immediately notify the Architect in writing.

(i) Subject to the provisions of this Section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the General Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the General Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

F-4. Accidents

(a) The General Contractor shall provide and maintain, in accordance with Labor Code Section 6708 and OSHA requirements, adequate emergency first aid treatment for its employees and anyone else who may be injured in connection with the Work.

(b) The General Contractor shall promptly report in writing to the Architect all accidents whatsoever arising out of or in connection with, the performance of the Work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injury or serious damage are caused, the accident shall be reported immediately by telephone or messenger to the District and the Architect.

(c) If any claim is made by anyone against the General Contractor or any Subcontractor on account of any accident, the General Contractor shall promptly report the facts in writing to the Architect, giving full details of the claim.

F-5. No Personal Liability

Neither the District, nor any of its officers, agents, or employees shall be personally responsible for any liability arising under the Contract.

SECTION G. MEASUREMENT AND TENANT IMPROVEMENT PAYMENTS

G-1. Measurement of Quantities

(a) Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Architect on the basis of measurements taken by the Architect, and these measurements shall be final and conclusive.

(b) All quantities of work computed under the Contract shall be based upon measurements by the Architect according to United States Measurements and Weights.

(c) Methods of measurement are specified herein and in the Technical Specifications.

(d) Mobilization shall be measured and payment issued according to the following schedule:

Project Completion Percentage	Payment for Mobilization Percentage
When 5% of the GMP is billed, then...	50% of mobilization cost can be billed.
When 10% of the GMP is billed, then...	25% of mobilization cost can be billed.
When 20% of the GMP is billed, then...	20% of mobilization cost can be billed.
When 50% of the GMP is billed, then...	5% of mobilization cost can be billed.

G-2. Scope of Tenant Improvement Payment

(a) The General Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the acceptance by the District and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the General Contractor of any obligation to make good any defective work or material.

(b) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

(c) The Work includes the preparatory work and operations needed for mobilization and demobilization of the Project. The Work, however, does not include establishing the Architect's field facility(s) or utility work and connections needed for these facilities.

G-3. Progress Estimate

For each calendar month of Contract work, the General Contractor will prepare a progress estimate of all work performed under the Contract. Within the first ten (10) days of each succeeding calendar month, the General Contractor will prepare in writing an estimate which in the Architect's opinion is a fair approximation of the value of all work done under the Contract, including any amounts due the General Contractor for Extra Work and Change Orders. In arriving at the value of the Work done, the Architect will give consideration to the value of labor and materials which have been incorporated into the permanent work by the General Contractor during the preceding month. Consideration will not be given to preparatory work done or for materials or equipment on hand.

In order to assist the Architect, the General Contractor shall furnish the Architect with copies of invoices for all such items delivered to the job site.

G-4. Tenant Improvement Payments

Tenant Improvement Payment requests filed by the General Contractor shall not exceed the Architect's progress estimates of the value of work completed and shall be filed with the District before the 10th day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release the General Contractor or any surety from responsibility for the satisfactory performance of such work or from enforcing each and every provision of the General Construction Provisions. The District shall have the right subsequently to correct any error made in any estimate for payment. The General Contractor shall not be entitled to have any payment requests processed or be entitled to have any payment made for work performed so long as the District, the Architect, or any of the public agencies with jurisdiction has not accepted or waived compliance with any lawful or proper

direction concerning non-complying work or any portion thereof. The District may withhold from the Tenant Improvement Payments One Hundred Fifty Percent (150%) of the estimated value of non-complying work as determined by the District unless corrected or remedied to the District's reasonable satisfaction. Failure of District to make any Tenant Improvement Payments (unless properly withheld by the District under the Facilities Lease, Site Lease or the provisions found herein) as set forth shall be a Default under the Site Lease.

The District will pay General Contractor ninety-five percent (95%) of the amount of each Tenant Improvement Payment within twenty-two (22) days after receipt of an undisputed and properly submitted payment request. If the District fails to pay an undisputed payment within the allotted twenty-two (22) days, the District shall pay interest to the General Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Five percent (5%) of the amount of each estimate shall be retained by the District until final completion and acceptance of all work by the District.

Upon receipt of a payment request from the General Contractor, the District shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request; and

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the General Contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this Section shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(a) The number of days available to the District to make a payment without incurring interest pursuant to this Section shall be reduced by the number of days by which the District exceeds the seven-day return requirement set forth in paragraph (2).

(b) The General Contractor may, in accordance with the provisions of Public Contracts Code Section 22300, substitute securities for any monies that the District may withhold to ensure performance under the Agreement.

(c) When, in the judgment of the District, the Project is not proceeding in accordance with the provisions of the Contract, or when in the District's judgment the total amount of the work done since the last estimate amounts to less than one thousand dollars (\$1,000), no pay estimate will be prepared and no Tenant Improvement Payment will be made.

(d) No payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment furnished will be conformed with actual amounts and values as they become available in subsequent progress estimates, payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent estimates and payments and the final estimate and payment.

(e) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including Tenant Improvement Payments and the final Tenant Improvement Payment shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

G-5. Liens and Stop Notices

The General Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the General Construction Provisions, if any other claimant files a lien or stop notice at any time during the progress of the Work or within the duration of this Contract, District may withhold any payment due the General Contractor in a sum sufficient in the opinion of District to pay all obligations and expenses necessary to satisfy such lien or stop notice. District may withhold such payment unless or until the General Contractor, within ten days after demand therefore by District, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record (as per a conditional release or unconditional release form found on the State Licensing Board's website), or that the General Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the General Contractor and any person or persons filing such lien or stop notice. If the General Contractor shall fail to furnish such satisfactory evidence within ten days of the demand therefore, District may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs and damages suffered or incurred by District from any sum payable to the General Contractor under the General Construction Provisions, including but not limited to final payment and retained percentage. This Section shall be specifically included in all Subcontracts and purchase orders entered into by the General Contractor.

G-6. Final Acceptance and Date of Completion

Whenever the General Contractor shall deem all Work under the Contract to have been completed in accordance therewith, it shall so notify the Architect in writing, and the Architect shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the General Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with, to the satisfaction of the Architect, the Architect shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the General Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Architect will then certify to said final estimate and to the completion of the Work, and will file copies thereof with the District and the General Contractor. The date of completion shall be the date upon which the District makes its formal written acceptance of the Work.

G-7. Right to Withhold Payments

(a) In addition to all other rights and remedies of the District hereunder and by virtue of the law, the District may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the District from loss on account of:

(1) Defective work not remedied, irrespective of when any such work be found to be defective following written notification from the District or the Architect;

(2) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;

(3) Failure of the General Contractor to make payments when due for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

(4) A reasonable doubt that the Work can be completed for the balance then unearned;

(5) A reasonable doubt that the General Contractor will complete the Work within the agreed time limits as amended pursuant to the terms herein;

(6) Costs to the District resulting from failure of the General Contractor to complete the Work within the proper time with such costs being limited to the amount of liquidated damages agreed upon herein; or

(7) Damage to work or property.

(b) Whenever the District shall, in accordance herewith, withhold any monies otherwise due the General Contractor, written notice of the amount withheld and the reasons therefore will be given the General Contractor. After the General Contractor has corrected the enumerated deficiencies, the District will promptly pay to the General Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, material men, Subcontractors, etc., the District may at its discretion permit the General Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the General Contractor monies so withheld.

G-8. Final Tenant Improvement Payment

Within ten (10) days after the date of completion of the Project, the District will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the General Contractor. On the expiration of thirty-five (35) days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the General Contractor shall be due and payable to the General Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of the Contract. All prior certifications upon which partial Payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

G-9. Final Release

Final payment to the General Contractor in accordance with the final estimate is contingent upon the General Contractor furnishing the District with a signed written release of all claims

against the District arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the General Contractor from the operation of the release. The release shall be in substantially the following form:

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the District for all labor, services, equipment and material furnished to the District on the _____ (name of project) located at _____ and does hereby waive and release the District, its officers, agents, and employees, from all claims and liability to the General Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of Disputed Claim Amount of Claim

\$ _____

Dated: _____

General Contractor

By _____
(Title)

G-10. Waiver of Interest

The District shall have no obligation to pay and the General Contractor hereby waives the right to recover interest with regard to monies that the District is required to withhold by reason of judgment, order, statute or judicial process.

SECTION H. MISCELLANEOUS PROVISIONS

H-1. Severability

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of the Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of the Contract.

H-2. Interpretation

(a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review the Contract with legal counsel, and/or has the requisite experience and

sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.

(b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

H-3. Applicable Law

(a) The parties hereto understand and agree that the terms of the Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.

(b) In the event of a dispute concerning the terms of the Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of Tuolumne, State of California.

H-4. Authority to Execute

Each signatory to the Contract warrants that he or she is authorized to enter into the Contract on behalf of his or her principal.

END OF GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS

INTRODUCTION

Except as modified by these Supplemental Conditions, the work shall be performed in accordance with the General Conditions. The numbering of these Supplemental Conditions conforms to the numbering in the General Conditions. The existence of a section in these Supplemental Conditions means that a corresponding section in the General Conditions is modified in some respect.

SECTION A
DEFINITIONS AND TERMS

There are no amendments to this Section of the General Conditions.

SECTION B
SCOPE OF WORK

There are no amendments to this Section of the General Conditions.

SECTION C
CONTROL OF WORK

There are no amendments to this Section of the General Conditions.

SECTION D
PROGRESS AND COMPLETION OF WORK

D-2 Commencement and Progress of the Work and Time of Completion

Section D-2 of the General Conditions is amended to include the following:

(a) Commencement: Section D-2(a) of the General Conditions is amended to include the following:

The General Contractor shall begin the work within 5 days after receiving a Notice to Proceed from the Architect.

(b) Time of Completion: Section D-2(b) of the General Conditions is amended to include the following:

The General Contractor shall diligently execute the work to completion by November 1, 2014.

D-4 Delays in the Work

(e) Section D-4(f) of the General Conditions is amended to include the following:

Based on the time for performance of the Contract, the parties agree that ten (10) days will be non-workable due to adverse weather conditions.

D-8 Failure to Timely Complete the Work; Liquidated Damages

(a) Liquidated Damages: Section D-8(a) of the General Conditions is amended to include the following:

General Contractor shall pay to the District as liquidated damages the amount of \$1,000.00 per day for each and every day's delay (not to exceed 120 calendar days) in finishing the Work in excess of the number of days specified. The parties expressly agree that this amount is reasonable under the circumstances existing at the time the Contract was made.

SECTION E.
LEGAL RELATIONS AND RESPONSIBILITY

E-10 Permits and Licenses

Section E-10 of the General Conditions is amended to include the following:

General Contractor shall, at a minimum, possess a Class B General Contractor's License issued by the State of California. General Contractor shall also furnish the Architect a copy of a valid, current Business License prior to the commencement of the work.

**SECTION F.
INSURANCE AND LIABILITY**

There are no amendments to this Section of the General Conditions.

SECTION G.
MEASUREMENT AND TENANT IMPROVEMENT PAYMENTS

There are no amendments to this Section of the General Conditions.

**SECTION H.
MISCELLANEOUS PROVISIONS**

There are no amendments to this Section of the General Conditions

END OF SUPPLEMENTAL CONDITIONS

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**PERFORMANCE
BOND**

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 105965883

Premium:\$25,410
Subject to Adjustment based
upon final contract amount

KNOW ALL BY THESE PRESENTS, That we, Robert E. Boyer Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto Summerville Union High School District, as Obligee, in the sum of Three Million One Hundred Forty Nine Thousand Nine Hundred Seventy Dollars (\$3,149,970.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee dated 5/5/14 for Summerville High School Modernization Project Phase 1 ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 2nd day of May , 2014.

Robert E. Boyer Construction, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Barbara O'Hara, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223234

Certificate No. 005791728

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jere M. Owen, Matthew J. Drumright, Maryanne E. Novak, and Barbara O'Hara

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of February, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 7th day of February, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT

State of California
County of Sacramento

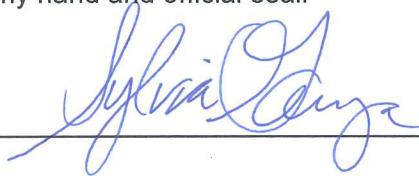
On May 2, 2014 before me, Sylvia Garza - Notary Public
(insert name and title of the officer)

personally appeared Barbara O'Hara,
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



(Seal)



PAYMENT BOND

(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 105965883

Premium: Included

KNOW ALL BY THESE PRESENTS, That we, Robert E. Boyer Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto Summerville Union High School District, as Obligee, in the sum of Three Million One Hundred Forty Nine Thousand Nine Hundred Seventy U.S. Dollars (\$3,149,970) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated 5/5/14, for Summerville High School Modernization Project Phase 1 ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
2. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and
 - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

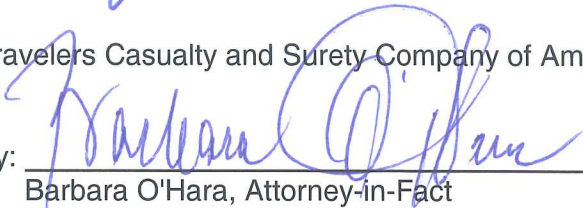
5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 2nd day of May, 2014.

Robert E. Boyer Construction, Inc.
(Principal)

By:  _____

Travelers Casualty and Surety Company of America

By:  _____
Barbara O'Hara, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223234

Certificate No. 005791727

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jere M. Owen, Matthew J. Drumright, Maryanne E. Novak, and Barbara O'Hara

of the City of Sacramento, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of February, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 7th day of February, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT

State of California
County of Sacramento)

On May 2, 2014 before me, Sylvia Garza - Notary Public
(insert name and title of the officer)

personally appeared Barbara O'Hara,
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



(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2014

PRODUCER Phone: (209) 532-5102 Fax: (209) 532-5103
GLENN S. CALDWELL INSURANCE SERVICES, INC.
14566 MONO WAY
SONORA CA 95370

Agency Lic#: 0E75906

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ROBERT E BOYER CONSTRUCTION, INC.
C/O BOYER, ROBERT
23059 COFFILL ROAD
TWIN HARTE CA 95383

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Compensation Insurance Fund

35076

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y / N ☐	9087861-14	01/31/14	01/31/15	WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER

Summerville Union High School
17755 Tuolumne Road
Tuolumne, CA 95379

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO
DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS
AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shelly Wyatt
Shelly Wyatt

ACORD 25 (2009/01)

Certificate # 70122

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cutler Segerstrom Insurance Agency License #0495772 1030 Greenley Rd. Sonora CA 95370		CONTACT NAME: Andrea Silva PHONE (A/C No. Ext): (209) 532-6951 FAX (A/C No.): (209) 532-1997 E-MAIL ADDRESS:															
INSURED Robert E. Boyer Construction, Inc. 23059 Coffill Road Twain Harte CA 95383		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Builders Insurance Services</td><td></td></tr><tr><td>INSURER B: Travelers Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Builders Insurance Services		INSURER B: Travelers Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Builders Insurance Services																	
INSURER B: Travelers Insurance Co.																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 2013-2014 GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BIS00016465-01	7/25/2013	7/25/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB	☒ OCCUR		ZUP15P55210-13	7/25/2013	7/25/2014	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 5,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as an additional insured with respects to the operations of the named insured per the attached endorsement

CERTIFICATE HOLDER**CANCELLATION**

Summerville Union High School District 17555 Tuolumne Rd. Tuolumne, CA 95379	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jessica Nelson/JESS <i>J. Nelson</i>



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
03/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm Dot Popovich State Farm Agent 555 E Washington St Sonoma CA 95370		CONTACT NAME: Rhonda Harris PHONE (A/C, No, EXT): 209-532-4120 FAX (A/C, No): 209-532-6398 E-MAIL ADDRESS: rhonda@dotpopovich.com PRODUCER CUSTOMER ID #:	
INSURED Boyer, Robert E & Katherine A 23059 Coffin Rd Twain Harte CA 95363		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E:	

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2012	Ford	F250	Pickup	1FT7W2B77CEB60338
DESCRIPTION				SERIAL NUMBER

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).							
INSR LTR	ADDITIONAL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		☒ VEHICLE LIABILITY	197-8803-C19-55	03/15/2014	09/15/2014	COMBINED SINGLE LIMIT \$	
						BODILY INJURY (Per person) \$ 100,000	
						BODILY INJURY (Per accident) \$ 300,000	
						PROPERTY DAMAGE \$ 50,000	
		GENERAL LIABILITY				EACH OCCURRENCE \$	
		☐ OCCURRENCE				GENERAL AGGREGATE \$	
		☐ CLAIMS MADE				\$	
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		VEH COLLISION LOSS				☐ ADV ☐ AGREED AMT \$ LIMIT	
		VEH COMP ☐ VEH DTC				☐ ADV ☐ AGREED AMT \$ LIMIT	
		PROPERTY				☐ ADV ☐ AGREED AMT \$ LIMIT	
		☐ BASIC ☐ BROAD				☐ RC ☐ STATED AMT \$ DED	
		☐ SPECIAL				\$	
B		☒ Personal Umbrella	55-09-7837-B	08/10/2013	05/10/2014	\$1,000,000	
REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 201, Additional Remarks Schedule, if more space is required)							

ADDITIONAL INTEREST		CANCELLATION	
Select one of the following: ☐ The additional interest described below has been added to the policy(ies) listed herein by policy number(s). ☐ A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
VEHICLE / EQUIPMENT INTEREST: ☐ LEASED ☐ FINANCED		DESCRIPTION OF THE ADDITIONAL INTEREST	
NAME AND ADDRESS OF ADDITIONAL INTEREST		☐ ADDITIONAL INSURED ☐ LOSS PAYEE ☐ LENDER'S LOSS PAYEE	
		LOAN / LEASE NUMBER	
		AUTHORIZED REPRESENTATIVE <i>Rhonda Harris</i>	



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/02/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY CUTLER-SEGERSTROM INSURANCE AGENCY 1030 GREENLEY RD SONORA, CA 95370-5200	PHONE (A/C, No, Ext): +1 209 532 6951	COMPANY American Zurich Insurance Company
FAX (A/C, No): +1 209 532 1997	E-MAIL ADDRESS: peteo@cutseg.com	
CODE: 02113272	SUB CODE:	
AGENCY CUSTOMER ID #: INSURED Robert E Boyer Construction Inc. 23059 Coffill Rd Twain Harte, CA 95383	LOAN NUMBER	POLICY NUMBER BR06590774
	EFFECTIVE DATE 05/05/2014	EXPIRATION DATE 11/05/2014
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 17555 Tuolumne Rd Tuolumne, CA 95379
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$1,000
Renovations and Improvements	\$2,900,000	
All Covered Property at all Locations	\$2,900,000	

REMARKS (Including Special Conditions)

--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL: 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Summerville Union High School District 17555 Tuolumne Rd Tuolumne, CA 95379	MORTGAGEE	☒	ADDITIONAL INSURED
	LOSS PAYEE	☐	
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		