Facilities Lease Agreement

Between

Sacramento City Unified School District
And
ENTITY NAME - TBD

For the
Pacific Elementary School New Construction Project
SCUSD PROJECT #477

DSA Application #02-122832

Located at:
6201 41st Street, Sacramento, CA 95824

Documents Bound Herewith

AGREEMENT FORM

EXHIBIT A THE PROJECT
EXHIBIT B DESCRIPTION OF THE SITE
EXHIBIT C LEASE PAYMENT SCHEDULE
EXHIBIT D GENERAL CONSTRUCTION TERMS AND CONDITIONS
EXHIBIT E INSURANCE REQUIREMENTS
EXHIBIT F GENERAL CONDITIONS COSTS
EXHIBIT G CONSTRUCTION SCHEDULE
EXHIBIT H PRECONSTRUCTION SERVICES
EXHIBIT I PROJECT LABOR AGREEMENT – Included as a separate file
EXHIBIT J WORKERS COMP AFFIDAVIT
ATTACHMENT 1 DVBE GOOD FAITH EFFORTS OUTREACH REQUIREMENTS
ATTACHMENT 2 STANDARD FORMS FOR CONSTRUCTION – Included As A Separate File
ATTACHMENT 3 SAMPLE SKILLED & TRAINED REPORTING FORM

Sacramento City Unified School District - Facilities Lease Agreement

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THIS FACILITIES LEASE (“Facilities Lease”), made as of **[Month Day, Year]** (“Effective Date”), is entered into by and between **[Entity Name]**, a California corporation, as sublessor (the “Entity”), and Sacramento City Unified School District, a school district duly organized and validly existing under the Constitution and laws of said State of California, as sub lessee (the “District”).

RECITALS

WHEREAS, the District desires to provide for a project that will be constructed as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Project”), Pacific Elementary School New Construction including Sitework and New Building Construction located on the District’s property at Pacific Elementary School, 6201 41st W Wc

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1.1.6 "Event of Default by District" means one or more events as defined in Section 9.1 of this Facilities Lease.

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Exhibit J – WORKERS COMP AFFIDAVIT

Attachment 1 – DVBE GOOD FAITH OUTREACH EFFORT REQUIREMENTS

Attachment 2 – STANDARD FORMS FOR CONSTRUCTION

Attachment 3 - SAMPLE SKILLED & TRAINED REPORTING FORM

ARTICLE 2. REPRESENTATIONS, COVENANTS AND WARRANTIES.

2.1 Representations, Covenants and Warranties of the District. The District represents, covenants and warrants to the Entity as follows:

2.1.1 Due Organization and Existence. The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

2.1.2 Authorization. The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease and the Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease and the Site Lease. The representatives of District executing this Facilities Lease and the Site Lease are fully authorized to execute the same.

2.1.3 No Violations. Neither the execution and delivery of this Facilities Lease nor of the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach or default (with due notice or the passage of time, or both) under the organizational instruments of the District or any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

2.1.4 No Litigation. There is no pending or, to the knowledge of the District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the District to perform its obligations under this Facilities Lease.

2.2 Representations, Covenants and Warranties of the Entity. The Entity represents, covenants and warrants to District as follows:

2.2.1 Due Organization and Existence. The Entity is a California corporation duly organized and existing under the laws of the State of California; duly authorized

and licensed to do business in the State of California; has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to own, rent and hold real and personal property, and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements; and is empowered and fully capable of undertaking the development and construction of the Project as described herein and in the documents referred to herein.

2.2.2 Authorization. The Entity has the full power and authority to enter into, to execute and to deliver this Facilities Lease and the Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease and the Site Lease.

2.2.3 No Violations. Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Entity is now a party or by which the Entity is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Entity or the Site, except the Permitted Encumbrances.

2.2.4 No Litigation. There is no pending or, to the knowledge of the Entity, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Entity to perform its obligations under this Facilities Lease.

2.2.5 No Encumbrances. The Entity shall not pledge the Lease Payments or other amounts derived from the Site and from its other rights under this Facilities Lease, and shall not mortgage or encumber the Site, except as allowed under the provisions of the Facilities Lease and/or the Site Lease to finance construction of the Project.

2.2.6 Continued Existence. For up to six months following the term of this Lease, the Entity shall not voluntarily commence any act intended to dissolve or terminate the legal existence of the Entity, provided Di (t)2 (i)6 (es)4 (Leas)3.2.1 (h)9.9 (s)44 (e

3.2.3 Time of Completion. Following execution of this Facilities Lease and receipt of the Notice to Proceed with the construction, the Entity shall proceed with the construction of the Project with due diligence. Construction of the entire Project shall be fully complete no later than the date stated in the Notice to Proceed, together with such additional time as may be provided by amendment (change order) pursuant to the General Construction Terms and Conditions set forth in Exhibit D. Included in this time to complete is an allowance of up to **to be added by Amendment** weather days of excusable weather delays. "Completion" means completion of all contract work, including punch list items and final cleaning completed, so that the entire Project can be occupied for its intended purpose. If the District requires occupancy of any portion of the Project before Completion has occurred, the District may exercise its right to early occupancy of the completed portions of the Project upon ter(pl)6 (et)2 (D(of)2 r)7 (i)6 t41Fo fi78intu
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substantial compliance, with respect to the relevant apprenticeable occupation(s), by the end of the construction services.

If a subcontractor fails to provide the information to the Entity necessary for the Entity to verify compliance, the Entity shall notify the District. Repeated failure or refusal of a

except that, if the delay or extension is the result of a District-caused action or delay during construction, then the parties shall meet and confer in good faith regarding any additional financing costs. **The term shall commence on [Month, Day, Year] (the "Commencement Date")**.

4.3 Termination of Term. Notwithstanding Section 4.2, the Term of this Facilities Lease shall terminate upon the earliest of any of the following events:

4.3.1 An Event of Default by District and the Entity's election to terminate this Facilities Lease pursuant to Section 9.2 hereof; or

4.3.2 An event of Default by the Entity and the District's election to terminate this Facilities Lease pursuant to Section 9.4 hereof; or

4.3.3 The District's election to terminate this Facilities Lease pursuant to Section 6.2 or Section 9.6 hereof; or

4.3.4 The District's election not to proceed with construction services; or

4.3.5 The arrival of the last day of the Term of this Facilities Lease and payment of all Lease Payments hereunder; provided, however, that if on the scheduled date for expiration of this Facilities Lease the Lease Payments shall not have been fully paid by District, then the Term of this Facilities Lease and Site Lease shall be extended until the date upon which all such Lease Payments shall be fully paid, notwithstanding anything to the contrary in this Facilities Lease and the Site Lease. Notwithstanding the foregoing, the District's withhold of any portion of a Lease Payment as required by law or permitted in this Facilities Lease shall not prevent the expiration of the Term of this Facilities Lease.

4.4 Lease Payments.

4.4.1 Obligation to Pay. Subject to adoption of the Lease Payment Schedule upon determination of the TBR, issuance of a Notice to Proceed, and the provisions of Article 6 hereof, the District agrees to pay to the Entity, its successors and assigns, as rental for the use and occupancy of the Project, the Lease Payments commencing with the month in which the District issues the Notice to Proceed, in the amounts specified in the Lease Payment Schedule attached hereto as Exhibit C, plus any such approved allowances or contingencies and incorporated herein by reference. In partial consideration for the Facilities Lease and the reduced rent specified in the Site Lease, Entity agrees to abate lease payments from the Commencement Date through Phase I of the Project, unless otherwise specified in the Lease Payment Schedule approved by the District's Board. Lease Payments shall be payable on the **last day of each calendar month, unless that date is a weekend or holiday, in which case the Lease Payment is due on the first business date thereafter**.

contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for such purpose. This

the sole responsibility of the District, subject to all warranties against defects in materials and workmanship provided in Exhibit D hereto.

5.2 Utilities. From the Notice to Proceed with construction services until completion of the Project by the Entity, the Entity shall pay all utility costs, including, but not limited to, temporary gas, temporary electricity, temporary water, temporary heat, temporary telephone, and refuse disposal as they specifically relate to the work the Entity is performing to complete the Project. During the Preconstruction Services phase and then following completion of the Project by the Entity, or of any portion on which the District takes early occupancy, the cost and expenses for all utility services associated with the District's use and occupancy of the completed portions shall be paid by District.

5.3 Taxes and Other Impositions.

5.3.1. Except to the extent that it is exempt from doing so, District shall pay, all ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either the Entity or the District or their respective interests or estates in the Project. In the event any possessory interest tax is levied on the Entity, its successors and assigns, by virtue of this Facilities Lease, the Site Lease, or General Construction Terms and Conditions, District shall pay such possessory interest tax directly, if possible, or shall reimburse the Entity, its successors and assigns for the full amount thereof within thirty (30) days after presentation of proof of payment by the Entity. This section does not apply to any taxes of any kind for labor, equipment or material performed, purchased or used by the Entity, all of which remain the sole obligation of the Entity.

5.3.2. Entity shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Entity. Entity shall try to have personal property taxed separately from the Site. If any of Entity's personal property is taxed with the Site, project and/or improvements, Entity shall pay District the taxes for the personal property within fifteen (15) days after Lessee receives a written statement from District for such personal property taxes.

5.3.3 At its sole cost and expense, Entity shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work; pay all local, state, and federal taxes, except as otherwise expressly provided herein; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Entity's employees. Upon the District's request, Entity shall furnish evidence satisfactory to the District that any or all of the foregoing obligations have been fulfilled.

5.4 Insurance. During the term of this Facilities Lease the Entity shall maintain all of the insurance coverages as set forth in the Site Lease and in Exhibit E hereto.

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liability occasioned as a result of the violation by the Entity, the Entity's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, state or local law, including applicable administrative regulations.

5.5.2.4 The Entity's defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the work for the Project, whether such persons are on or about the Site by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

5.5.2.5 Nothing contained in the foregoing indemnity provisions shall be construed to require the Entity to indemnify the District in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the District, its agents, employees, or independent contractors.

5.5.2.6 In claims against any person or entity herein indemnified that are made by an employee of the Entity or an employee of any of the Entity's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Entity or by any of the Entity's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Entity or any of the Entity's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and indemnification obligations herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Entity or the Entity's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

5.5.2.7 The Entity's defense and indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

5.5.2.8 Nothing contained in the foregoing defense and indemnity provisions shall be construed to require the Entity to defend or indemnify the District to the extent the claims, damages, costs, expenses, judgments, fines, penalties or liabilities arise out of the actions or inaction of the Architect or its subconsultants, or any other person, firm or entity providing design or other professional services in connection with the Project.

5.5.2.9 Should the Entity be required to investigate or defend any third party claims or actions that are subsequently determined not to be the sole responsibility of the Entity, the District shall then reimburse the Entity its unrecovered out-of-pocket costs, including reasonable attorneys' fees and any insurance deductibles, to the proportionate extent that the Entity is determined not to be responsible.

ARTICLE 6. EMINENT DOMAIN; DAMAGE AND DESTRUCTION.

6.1 Eminent Domain.

6.1.1 Eminent Domain Takings. If all of the Project and the Site shall be taken permanently under the power of eminent domain, the Term of this Facilities Lease shall cease as of the day possession shall be so taken, provided that if the taking occurs prior to full completion of the Project, the Entity shall be entitled to the value of the construction completed, plus reasonable costs of termination, plus a pro rata share of overhead and profit, less any Lease Payments and other payments made prior to the taking. If less than all of the Project and the Site shall be taken permanently, or if all of the Project and the Site or any part thereof shall be taken temporarily, under the power of eminent domain: (1) this Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the net proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder.

6.1.2 From Eminent Domain Award. The net proceeds of any eminent domain or condemnation shall be payable to the District.

6.2 Damage and Destruction. If the Site and/or the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control or responsibility of either party hereto, the Lease Payments shall abate, in accordance with Section 4.9, during the time that the Site and/or the Project, or a portion thereof, is unusable for District's intended use. The Entity and District agree that the obligation to repair or replace the Site shall be in accordanc 7 (danc)1.56 160.3

work completed by the Entity, plus reasonable costs of termination, less any Lease Payments previously made. Any remaining insurance proceeds will be retained by District. In the alternative, District may elect to continue with the Facilities Lease in effect and have the Site and/or the Project rebuilt utilizing the insurance proceeds, which shall be exclusively used for that purpose. The Entity shall have no obligation to contribute funds for the rebuilding of the Site and/or the Project should the cost of rebuilding exceed the insurance proceeds. Anything less than a Total Destruction of the Site and/or the Project shall be deemed a "Partial Damage or Destruction."

6.2.3 Partial Damage or Destruction. In the event that the Site and/or the Project is partially damaged or destroyed before final completion, the Entity shall repair and/or have repaired the Site and/or the Project utilizing the proceeds from insurance which were deposited into the Escrow up to the amount of the Entity's actual costs for the repair or reconstruction, and District shall pay the Entity any excess amounts needed to pay the costs of repair or reconstruction. In the event the costs of repair or reconstruction do not exceed the amount held in the Escrow, the remaining funds shall be released to District. In the event that the Site and/or the Project is partially damaged or destroyed after final completion but before expiration of the Lease Term, the District shall repair or have repaired the Site and/or the Project utilizing the proceeds from insurance which were deposited into the Escrow. If District fails or refuses to repair or reconstruct as provided herein, then the Entity shall have the right to repair and restore the Site and/or the Project, in which case the Entity shall be entitled to a disbursement of the funds in the Escrow up to the amount of the Entity's actual costs for the repair or reconstruction, and District shall pay the Entity any excess amounts needed to pay the costs of repair or reconstruction. In the event the costs of repair or reconstruction do not exceed the amount held in the Escrow, the remaining funds shall be released to District.

construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, the Entity may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by the Entity.

7.2 By District. The District shall have the right to enter upon the Site at reasonable times for whatever purpose the District chooses, providing that during construction, the District shall comply with all safety precautions required by the Entity.

7.3 Disclaimer of Warranties. The Entity acknowledges that under the terms of the Site Lease, the Entity is leasing the Site from the District in an "AS IS" condition. The Entity further acknowledges that the District makes no other warranties except as specifically set forth in the Site Lease and this Facilities Lease or in Exhibit D hereto. The Entity agrees that it or its authorized contractor shall provide to the District an

will pay the difference to the District. The District will assume any accounts payable and contractual obligations that cannot be cancelled or terminated for labor, materials or

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10.4 Further Assurances and Corrective Instruments. The Entity and the District agree that they will, from time to time, execute, acknowledge and deliver such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site or the Project hereby leased or intended to be leased.

10.5 Execution in Counterparts. This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.6 Applicable Law. This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California.

10.7 The Entity and District Representatives. Whenever under the provisions of this Facilities Lease the approval of the Entity or the District is required, or the Entity or the District is required to take some action at the request of the other, such approval or such request shall be given for the Entity by the Entity's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

10.8 Captions. The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Facilities Lease.

10.9 Interpretation. It is agreed and acknowledged by District and the Entity that the provisions of this Facilities Lease and its Exhibits have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise portions of this Facilities Lease and its Exhibits and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Facilities Lease and its Exhibits.

10.10 Time. Time is of the essence of each and all of the terms and provisions of this Facilities Lease and its Exhibits.

10.11 Force Majeure. Except as otherwise provided herein, a party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, other than third parties under the control or supervision of the party hereto charged with the delay, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes or lockouts, and such non performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

10.12 Estoppel Certificates. Each party, within twenty (20) days after written notice from the other party, shall execute, acknowledge and deliver to the other party in recordable form an estoppel certificate certifying that this Facilities Lease is: (i) unmodified and in full force and effect, or if there have been modifications, that the same is in full force and effect as modified and stating the modifications; (ii) the amount of the Lease Payments and any Additional Payments then owing but currently unpaid; and (iii) stating whether or not the other party is in default in the performance of any provision of this Facilities Lease, and if so, specifying each such default of which the party may have knowledge. Each party shall only be required to certify the foregoing information to the extent that such information is truthful and accurate.

10.13 Attorneys' Fees; Disputes. In the event that either party is required to institute legal proceedings to enforce this Lease, in whole or in part, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses. The parties further agree that any action of proceeding brought to enforce the terms and conditions of this Facilities Lease shall be maintained exclusively in Sacramento County, California.

10.14 Recitals Incorporated. The Recitals set forth at the beginning of this Facilities Lease are hereby incorporated into its terms and provisions by this reference.

Signatures on following page

EXHIBIT B

DESCRIPTION OF THE SITE

The Site leased is all of that area inside the

EXHIBIT C

LEASE PAYMENT SCHEDULE/TBR CALCULATION

[ACTUAL TO BE ADDED BY AMENDMENT]

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EXHIBIT C (Continued)

QUALIFICATIONS & ASSUMPTIONS

[LLB developer to provide as part of their TBR & to be added by Amendment at time of TBR]

EXHIBIT C (Continued)

LIST OF PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

[DSA DE NG1 (O)-4 (F(ni)-5.9& 5 (CI)-4 (F)-1- (I)-4 (CAT)-11 (I)-4 (O)-4 (NS)-6(AND O)6 (T)-11ni)-

EXHIBIT D

GENERAL CONSTRUCTION TERMS AND CONDITIONS

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1 ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Contract Time, or both, and which shall be used in the absence of total agreement with the Entity on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Section 1.09. Contract Change Document (CCD).

A "Contract Change Document" or "CCD" shall mean the following documents, which may be required to be submitted to DSA for approval prior to being implemented and incorporated into a Change Order: Architect's Instruction Bulletins, Construction Change Directives, Interpretations, RFI's or Substitutions. Any CCD including any change to the Plans and Specifications related to Structure, Fire, Life and Safety and Accessibility must be accompanied by a DSA-stamped and signed Form DSA-140 for a "Category A" change for which DSA approval is required or a "Category B" change for which DSA approval is not required in the professional opinion of the Architect. The Entity is not authorized to proceed with any work specified on a Form DSA-140 unless and until approval is received from DSA and provided to the Entity.

Section 1.10. Construction Documents.

The "Construction Documents" shall include the Plans and Specifications including any addenda, these General Construction Terms and Conditions, Change Orders, Interpretations, Directives, Supplemental Drawings, the Entity's Guarantee Form, Architects Instruction Bulletins, the Performance Bond and the Payment Bond, and other documents as defined in the Facilities Lease to be prepared and/or assembled by Architect with input from Entity to define the Work to be constructed as part of the Project.

Section 1.11. Construction Schedule.

The "Construction Schedule" is the schedule produced by the Entity for the construction of the Project. See Article 13 for specific requirements.

completion of the entire Work, and authorizes the Entity to begin construction.

Section 1.25. Office of Public School Construction (OPSC).
"Office of Public School Construction" is the California State agency responsible for apportionment, disbursement and monitoring of state provided school district capital improvement funds.

Section 1.26. Product Data.
"Product Data" shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Entity to illustrate a material, product or system for some portion of the Work.

Section 1.27 . Project
The total design [illegible]

does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized by the Owner.

1. Should the Contractor require clarification or additional information of the Contract Documents, and after the Contractor has consulted with the Project Inspector, the Contractor will direct the request to the District Representative on a Request for Information (RFI) form. (See appendix.)

2. Each RFI will be submitted to the District Representative un-numbered. The District Representative will number each RFI sequentially and will maintain an RFI log. The Contractor shall describe on the RFI the problem or clarification being requested. The description provided should be complete and adequate to permit a written response without additional communications with the Contractor. The Contractor shall attach any related information or correspondence that may have been received from Subcontractors or vendors on the subject. In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, the Contractor should identify the conflict and indicate the manner in which it interprets the Contract Documents.

3. The District Representative will review the request and take one or more of the following steps:

a. Return the request to the Contractor for additional information.

b. Forward the request to the Architect for response, copying the Project Inspector.

c. Provide response and return to the Contractor with copies to the Architect and Project Inspector.

4. The Architect or other appropriate party receiving the RFI, will attempt to provide a response to the District Representative within seven (7) calendar days of receipt. The District Representative will in turn review the response and forward it to the Contractor. Should the response to an RFI be required by a specific critical date the Contractor shall indicate that date on the RFI.

5. If the Architect's review indicates a change or revision is necessary to the Contract Documents, the Architect will prepare the appropriate drawings and/or specifications required to define the change or revision and obtain DSA approval, if necessary. These documents will be transmitted to the District Representative for review and incorporation into the Contract Documents. The District Representative will transmit the revised documents to the Contractor.

6. If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, the Contractor shall provide prompt notification to the District Representative, according to the General Conditions. After consultation with the Architect, the District Representative may prepare a Request for Proposal, PCO/Work Order and/or Change Order (see appendix) that shall be processed as outlined in the Change Order Procedure section of the Manual.

Section 1.34. Request for Proposal (RFP).

A “Request for Proposal”, or “RFP” is the name given to a document issued by the District Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of Work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. The Entity’s response to the RFP shall be in the form of a Proposed Change Order.

Section 1.35. Samples.
"Samples" shall mean physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Section 1.36. Shop Drawings.
"Shop Drawings" shall mean drawings, diagrams, schedules and other data specifically prepared for the Work by the Entity or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Section 1.37. Special Inspector.
The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.38. Specifications
That portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, execution and workmanship for the Work, and performance of related services.

Section 1.39. Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Entity in or about the construction of the Work, or who, under subcontract to the Entity, fabricates and installs a portion of the Work. To the extent the term Subcontractor is referred to as if singular in number it shall include the plural and shall means a Subcontractor or an authorized representative the Subcontractor.

Section 1.40. Submittal.
"Submittal" shall include all product data, shop drawings, manufacturers' installation instructions, samples, equal or substitution requests and all other submissions that the Entity is required to make to the District and/or Architect.

Section 1.41. Substantial Completion
The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Entity's or its Subcontractors', Sub-subcontractors', or Suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Entity has cleaned up and removed all equipment, tools and other materials from the Work area. Entity shall secure and deliver to Owner written warranties and guaranties from its Subcontractors, Sub-subcontractors and Suppliers bearing the date of Substantial Completion or some other date as may be agreed to by Owner and stating the period of warranty as required by the Contract Documents.

Section 1.42. Substitution.

DSA approval prior to fabrication or use.

Section 1.43. Supply.

"Supply" shall mean to furnish only, complete and ready for installation, including shipping, delivery, protection, and any assembly required prior to installation.

Section 1.44. Work.

The construction and services required from Entity by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Entity to fulfill its obligations to provide a complete, usable and functional Project

1 ARTICLE 2. CONSTRUCTION DOCUMENTS

Specifications, shall have full force and effect as though printed in the Specifications.

Section 2.04. Ownership and Use of Documents.

The Plans and Specifications prepared by the Architect are and shall remain the property of the District.

Section 2.05. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, facsimile, e-mail (with confirmation of receipt), or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is com4 ((c)-2 (s3bD)6 (el)-4

ARTICLE 3. BONDS

Section 3.01. Bonds: Time to Submit.
Within ten (10) days after receipt of a Notice to Proceed for Construction, the Entity shall furnish and deliver to the District bonds as set forth below in Sections 3.03 and 3.04.

Section 3.02. Qualifications of Surety.
All bonds shall be duly executed by a responsible corporate surety listed in the current version of the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," admitted by the State of California Department of Insurance to do business in the State of California and acceptable to District.

Section 3.03. Performance Bond.
The Entity shall submit a faithful Performance Bond on the form provided by the District, conditioned upon the faithful performance by the Entity of all requirements of the Facilities Lease and the Construction Documents. The amount of the bond shall be in a sum no less than one hundred percent (100%) of the Total Base Rent.

Section 3.04. Labor and Materials Payment Bond.
The Entity shall also submit a bond on the form provided by the District, which in all respects complies with Civil Code sections 3247-3252, inclusive. This bond, hereinafter referred to as a "Payment Bond," shall be in a sum no less than one hundred percent (100%) of the Total Base Rent.

Section 3.05. Additional Bonding Requirements.
All bonds submitted shall include the following:

1. Full name and address of the Entity, Surety, and District
2. Effective Date of the Facilities Lease
3. Total Base Rent
4. Project name and address
5. Signature of the Entity
6. Corporate Seal if Applicable
7. Signature of authorized Surety representative
8. Notarization of the Entity and Surety
9. Power of Attorney
10. Local contact for Surety, with name, phone number, and address to which legal notices may be sent

ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

Section 4.01. Basic Standard.

The Entity shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by the Entity and by all Subcontractors on the Site.

The Entity shall comply with the requirements of the California State Licensing Board and have a valid contractor's license, which is to be active and maintained in "Good Standing" throughout full completion of the Project.

The Entity, and any used subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to executing any contract or engaging in any work, whichever is earlier, that involves the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

Section 4.02. Permits.

The District shall pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District shall reimburse the Entity for specific construction permits related exclusively to the project and/or project location that could include but are not limited to encroachment permits, water usage permits, meter permits, fire alarm permits, elevator permits, confined space and special work permits, storm water permits, erosion control permits and any applicable State, County or City permits related to agency inspections, utility connection fees, encroachment permits, utility service charges other than temporary utility charges unless otherwise indicated, necessary for the completion of the Work. All other fees and permits shall be at the expense of the Entity. Proper documentation of fee, permit, and utility service charges shall be submitted to the District through the District's Representative. No mark-up shall be allowed the Entity on these reimbursable charges.6 (v)dTf a5

to define in greater detail the intent of the Plans and Specifications. In furnishing additional drawings or instructions, the Architect shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. Any Architect's Instruction Bulletin including a change to the Plans and Specifications must be accompanied by a Form DSA-140. If extra cost is known to be involved, and time permits, these instructions will be accompanied by a RFP. The Entity shall have up to ten (10) days to respond to the RFP in the form of a Proposed Change Order which shall be accompanied by the supplemental drawings or instructions signed by the Entity. Upon approval of the PCO, the supplemental drawings or instructions shall become a part of the Construction Documents; the Entity shall make its Work

preparation and submission of as-builts may result in the District withholding the current lease payment.

As a condition to certification of final completion, the Entity shall provide signed and dated original as-built drawings and specifications in a PDF color format, with a resolution of 600 DPI and each plan sheet and specification section bookmarked by name, number or title, together with all additional information requested by the Architect to enable the Architect to prepare a set of final, reproducible as-built drawings and specifications. Timely submission of complete as-built documents shall be a condition pre

any Subcontractor or supplier and the District or any of its representatives, nor shall the Facilities Lease or the Construction Documents be construed to be for the benefit of any Subcontractor or supplier.

Section 6.05. Termination of Unsatisfactory Subcontractors.

When any portion of the Work that has been subcontracted by the Entity is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Construction Documents, the District may direct the Entity to discharge the subcontractor or supplier.

Any Subcontractor or supplier that is discharg6h.-5.9 (C)1.6 (ons)-11.4 (t)-9.6 54 d.9 (C)1.6 6(nat)2 (i)6 Tw -
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ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on file with the District, and they are available for public inspection. They may also be obtained on the Internet at e f52 (T

complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the DIR website found at:
www.dir.ca.gov/dlse/PublicWorks.html.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work, including the Preconstruction Services, are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Entity shall pay, and shall cause all subcontractors, whether under contract with the Entity or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the Entity shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

Section 7.03. Wage Rate for Crafts Not Listed.

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without limitation employees of any subcontractor. The Entity shall show on its payrolls all persons actually employed by the Entity on the Project, in any capacity. The Entity shall cause all subcontractors on the Project, whether under contract with the Entity or under contract with any Subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Entity, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. The Entity shall preserve and cause all (es)4.1 (er)7 (v)4 (e and c)6 (i)6 (t)2 (h G)

In addition to relying upon the Department of Apprenticeship Standards website for proof of journeymen graduated from DIR-approved apprenticeship programs, the Entity and its subcontractors may rely upon Union hiring hall representation that it holds a valid apprenticeship certificate for its dispatched members, which Union hiring hall representation shall be in writing and maintained by the Entity.

Section 8.03. No Tenancy.

All workers, subcontractors, or subcontractors' representatives are admitted to the Site only for the proper execution of the Work, and have no tenancy.

Section 8.04. Dismissal of Unsatisfactory Employees.

The Entity shall at all times enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites and shall not employ on the Work any unfit person or anyone not skilled in the assigned task as defined in Section 8.02. The Entity shall remove, or cause a subcontractor to remove from the Project (or)7 ((r)76 (ne.6 (3 (e)1

a serious or violent felony, Entity will so certify by signing and submitting to the Governing Board of District the certification for the following Fiscal Year. Failure to provide such certification shall be deemed a material breach of this Lease.

found to meet the requirements of the Construction Documents, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Entity and a Change Order shall be issued for such cost and any time extension justified by delays to the critical path.

Section 9.05. Notice to District of Inspection.

Where the Construction Documents, instructions by the Project Inspector, District's Representative or the Architect, laws, ordinances, or any public authority having jurisdiction require work to be inspected, tested or approved before the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection. If any part of the Work is covered prior to inspection, the District may order the Work to be uncovered so that inspection may be accomplished. The Entity shall bear all expenses of such examination and satisfactory reconstruction.

The Entity shall provide notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection, except for special inspection, which requires at least forty-eight (48) hours advance notice.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. The Entity shall provide all necessary means of access (e.g. ladders) for the Project Inspector to perform its duties. The Entity shall furnish the Project Inspector with any information necessary to fully inform him/her of conditions. Inspection does not relieve the Entity from fulfilling the requirements of the Facilities Lease and/or the Construction Documents.

Section 9.06. DSA Field Representative.

For projects requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically to review with the Project Inspector compliance of the Project with CCR Title 24 requirements. The DSA field representative may require certain modifications to the Project as constructed. In the event the Entity believes they are outside the scope of the Facilities Lease and/or Construction Documents, it shall proceed as provided in Section 5.05.

Section 9.07. Overtime Work.

Whenever the Entity arranges to work at night or any time when work is conducted other than the normal forty (40) hour week, or to vary the period during whicing whic ng duc7 (t)12 (han t)2.1 (he)10 (c)4 (o

prior written consent and under the direction and supervision of the District's Representative.

Section 9.14. Retesting.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing required by the District or District's Representative shall be at the Entity's expense. The District shall pay initial costs; however the District may deduct that cost from a subsequent payment.

Section 9.15. Effect of Sampling and Testing.

The District assumes no obligation, and the Entity shall be relieved of no obligation undertaken pursuant to the Construction Documents by virtue of sampling and testing specified in this Article.

The responsibility for incorporating satisfactory materials and workmanship which meet the Construction Documents into the Work rest entirely with the Entity, notwithstanding any prior samples or tests.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site, and for ensuring against and/or correcting any hazardous conditions on the Site. Also, in no case

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Section 10.07. Traffic Signals and Traffic Control.
Existing signs, lights, traffic signals, control boxes, hydrants, meters, and other similar items occurring within the street or sidewalk areas shall be kept free of obstructions and accessible at all times. All such items shall be protected from the Entity's operations and shall not be obliterated or obscured by its equipment or materials.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction over the items involved.

Should it be necessary to block a street or sidewalk, the Entity shall first notify the District's Representative and the police and fire departments and other agencies with jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 10.08. Security of the Site.
The Entity's attention is directed to Specification Section 01500 regarding requirements for fencing the Site, gates, and screening.

Section 10.09. Removal of Barricades.
Upon completion of the work, the Entity shall remove from the Site all materials used for barricades, temporary scaffolding, or any other temporary uses.

Section 10.10. Protection of Adjacent Property; Notices.
In addition to any requirements imposed by law, the Entity shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Entity shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Entity shall notify the District's Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Entity. The notice shall also specify that any person receiving notice who has questions regarding it may contact the District's Representative.

ARTICLE 11. SUBMITTALS, SUBSTITUTIONS AND MATERIALS

Section 11.01. Submittals.

The Entity, at its sole cost and expense, shall furnish to the District's Representative all submittals and other descriptive material as are required by the Specifications or requested by the Architect.

Shop drawings shall be done with sufficient detail to adequately describe items proposed to be furnished or methods of installation to enable the District and Architect to determine compliance with the Specifications and with the design and arrangement shown on the working drawings.

The Entity shall check and coordinate all submittals with the work of all trades involved before they are submitted. The Entity shall review each submittal for conformance with the requirements of the Construction Documents.

All submittals for the Project shall be made within Thirty-five (35) days of the approval of the schedule of submittals or as otherwise agreed with the District; however, the Entity shall have the additional responsibility to coordinate the schedule of its submittals with the requirements of the Construction Schedule so as not to delay the Project. No delay claims related to submittals will be entertained on the Project for any submittal originally received after the thirty-five (35) day submittal period or such other period agreed upon by the District. The District shall not accept limitations in materials, colors, quality, or any other aspect of products or materials due to the Entity's failure to provide submittals as required. At the District's discretion, the Entity may be directed to furnish and install temporary materials until the District selected material is available. Further, the District may require the Entity to install the District selected materials during non-school hours/days without an increase in the Total Base Rent and without an extension of the Contract Time.

The Entity shall submit a schedule of submittals organized by Specification section required for the Project. It shall delineate whether product data, installation instructions, shop drawings, samples, extra stock or mock-ups are required. The schedule of Submittals shall indicate whether the Submittal will be in electronic format, as set forth below. In general, other than items requiring color T

ARTICLE 12. LEASE PAYMENTS

Section 12.01. Lease Payments.
The schedule of Lease Payments is set forth Exhibit C to the Facilities Lease. All Lease Payments are subject to the terms and conditions of the Facilities Lease, including its exhibits.

Section 12.02. Schedule of Values.
Within ten (10) days of the Notice to Proceed with construction, the Entity shall submit to the District's Representative a Schedule of Values broken down by phase, and within each phase by building, in sufficient detail to evaluate progress and costs at any point during construction. In no event shall an individual line item on the schedule of values exceed five percent of the Total Base Rent unless so approved by the District's Representative in advance. Labor, material and subcontract costs shall be shown separately. It is expressly acknowledged that the purpose of the Schedule of Values is not to establish the amount due for any Lease Payment but is for the District's internal cost tracking purposes and to assist with evaluation of the progress of the construction of the Project.

Section 12.03. Submissions Required for Lease Payments During Construction.
No later than five (5) days prior to the date for each Lease Payment established in the Lease Payment Schedule (Exhibit C to the Facilities Lease) prior to Project acceptance, and as a condition of each such Lease Payment, the Entity shall submit all of the following to the District's Representative:

A. Entity shall submit a conditional waiver and release on progress payment under Civil Code section 8132 covering all work, labor, materials and equipment; an unconditional waiver and release on progress payment under Civil Code section 8134 for all work through the prior lease payment; and an Affidavit of Payment in the form specified in the District's Construction Administrative Procedures Manual. Entity, for itself and all of its Subcontractors and Suppliers, shall submit, as a requirement for Final Construction Lease Payment only, a conditional waiver and release on final payment under Civil Code section 8136 covering all work, labor, materials and equipment provided on the Project. Within ten (10) business days following receipt of Final Construction Lease Payment, Entity, for itself and all of its Subcontractors and Suppliers, shall provide an unconditional waiver and release on final payment for all Project work, labor, materials and equipment. For purposes of this paragraph, "Final Construction Lease Payment" shall mean the Lease Payment made following Entity's submittal of conditional lien releases on final payment for Subcontractors and Suppliers. If Entity fails to submit all required unconditional waivers and releases on final payment, then District may withhold some or all of the Lease Payments following the Final Construction Lease Payment in an amount that is

D. For the Final Construction Lease Payment and to the extent requested by the District prior to the final payment, certifications by the Entity and all subcontractors that a skilled and trained workforce was used for construction of the Project.

Section 12.04. Effect of Lease Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any Lease Payment claimed to be due and owing to the Entity shall operate in any way to relieve the Entity from its obligations under the Facilities Lease and/or the Construction Documents. Except to the extent provided otherwise in the Facilities Lease or applicable law, in the event of a District default, the Entity shall continue diligently to prosecute the Work without reference to the payment, withhold, or retention of any Lease Payment. Except as provided in the Facilities Lease or applicable law, the payment, withhold, or retention of any Lease Payment shall not be grounds for an extension of the Contract Time.

monthly update of the Construction Schedule.

Construction Schedule. Unless there are excusable and/or compensable grounds for delay, if work on the critical path is seven (7) days or more behind the currently updated Construction Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Entity will implement whatever steps it deems necessary to make up all lost time. If the Entity's solution is not successful, it will make further attempts using the following sequence of events:

A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

B. If the above cannot be achieved then;

1.

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

Section 14.01. Extensions of Time; Unavoidable Delays.

ARTICLE 15. CHANGES TO THE WORK

Section 15.01. No Changes Without Consent.

Subject to the Entity's right to access the Contingencies and Allowances, Entity will complete the Project for the compensation stated in the Facilities Lease except as provided below. Entity agrees, for itself and on behalf of its Subcontractors and Suppliers, that no increase in the Facilities Lease will be made for work that Entity or its Subcontractors and Suppliers might otherwise claim as a Change Order or extra work unless Entity establishes that the additional cost is the result of one of the following: (a) a material change in the scope of work directed or authorized by Owner; (b) a change required by regulatory authorities (including inspections) that was not reasonably ascertainable from the Contract Documents and not reasonably inferable from Entity's or Subcontractor's knowledge of local practices or circumstances; (c) regulatory fees not included in the Total Base Rent; (d) Differing Site Conditions; (e) whenever costs are more than or less than Allowances and District's Contingency

incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office and administrative expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, builder's risk insurance, all taxes; and all other necessary expenses not specifically included in Paragraph A above.

B. For changes above the Total Base Rent, the following markups shall apply: (1) the Entity's combined Overhead and Profit for Work performed by its own forces shall not exceed **fifteen percent (15 %)** of the costs specified in Section 15.07A (1)-(5); (2) if the changed Work is performed by a Subcontractor, the Subcontractor shall be entitled to an allowance of **fifteen percent (15%)** of its labor, material and rental costs for Overhead and Profit, and the Entity shall be allowed to mark-up the Subcontractor's price **ten percent (10%)** for its Overhead and Profit. Cumulative total markup for all tiers of contractors and subcontractors shall not exceed **twenty-five percent (25%)**.

C. For permitted use of the Contingencies or Allowances included in the TBR, the following markups shall apply: (1) the Entity's combined Overhead and Profit for Work performed by its own forces shall be its actual fee as stated in its Proposal in response to the RFP plus its actual percentage as stated in its Proposal in response to RFP of costs for bonds and insurance of the costs specified in Section 15.07 (1) – (5) unless previously paid; (2) If the Tf 4.96 -136TT0 1 Tf 0 Tc 0 Tw -31.11 -0 Td 030

D. No cost or time adjustment, which results in a benefit to the Entity, will be allowed unless the Entity has provided the required written notice under Paragraph A of this Section 15.10.

E. No cost or time adjustment will be allowed under the provisions specified in this Section for any effects caused on unchanged work.

As between the Entity and the District, the District is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site if such utilities are not identified in the Plans and Specifications. If the Entity, while performing its work, discovers utility facilities not identified in the Plans or Specifications, it shall immediately notify the District and the associated utility in writing. Thereafter, and provided it has given such notice, the Entity shall be entitled to an adjustment of the Total Base Rent and an extension of the Contract Time, in accordance with Articles 14 and 15 of these General Construction Terms and Conditions, for the

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Inspection.
When the Entity believes that its construction Work is complete, it shall request in writing a final inspection. Before calling for final inspection, the Entity shall determine that the following work has been performed:

A. General construction has been completed.

B. Mechanical and electrical work complete, tested, commissioned and fully functional, and fixtures and portables, in place, connected and ready for tryout and test.

C. Electrical circuits scheduled in panels and disconnect switches labeled.

D. Painting and special finishes complete.

E. Doors complete with hardware, cleaned of protective film and relieved of sticking or binding and in working order.

F. Tops and bottoms of doors sealed, if needed.

G. Floors waxed and polished to the extent specified.

H. Broken glass replaced and glass cleaned.

I. Grounds cleared of Entity's equipment, raked clean of debris, and trash removed from the Site.

J. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

K. Finish and decorative work shall have marks, dirt and superfluous labels removed.

Final inspection will be made upon written notification from the Entity to District that the Work has been completed. The Entity shall receive a list (punch list) of items found unacceptable and shall promptly correct them. Upon written notification from the Entity that all items have been corrected, re-inspection for final acceptance of the Project will be made. Failure of the Entity to complete punch list items will necessitate further re-inspection. Costs of re-inspection will be deducted from any amounts due to the Entity.

Section 20.02. Use of Work Prior to Acceptance.
Whenever, in the opinion of the District, the Work or any part thereof, is in a condition suitable for use, and the best interests of the District require such use, the District may take possession of, connect to, and open for public or District use that portion of the Work. The District shall provide Entity not less than ten (10) days' notice of such possession or use.

Section 20.03. Repairs or Renewal in the Work.

ARTICLE 21. PROJECT CLOSEOUT

Section 21.01. Entity's Certificate of Completion.
When the Entity determines that the Project is complete and all items on the punch list have been satisfied, the Entity shall submit a Certificate of Completion to the District's Representative.

Section 21.02. Additional Submissions.
Simultaneously with the Entity's Certificate of Completion, the Entity shall submit the following items to the District's Representative:

A. As-built drawing information pursuant to Section 5.06.

B. One (1) original set of documentation and one (1) PDF file(s) in electronic format on a separate flash drive completely covering the operation and maintenance of the mechanical and electrical installation, elevators, kitchen equipment, and all other equipment required by the technical specifications to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

C. Hazardous material documentation if required.

D. DSA

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

Neither the final Lease Payment nor any provision in the Construction Documents shall relieve the Entity of responsibility for faulty materials or workmanship incorporated in the Project. The Entity warrants that all Work done and facilities constructed pursuant to these General Construction Terms and Conditions and the Construction Documents will be free of faulty materials or workmanship and hereby agrees, immediately upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending two (2) years after the Notice of Completion date for the Project or early occupancy by the District of the portion of the Project on which the warranty claim is made, whichever is earlier. The foregoing warranty of the Entity applies to the remedy, repair or replacement of defects which may appear as a result of faulty designs prepared by the Entity and/or any party retained by, through or under the Entity in connection with the Project, but the foregoing warranty of Entity does not guarantee against damage to the Project sustained by lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to the Entity, except where such changes or additions to the Project are made in accordance with the Entity's directions. No guarantee furnished by a party other than the Entity with respect to equipment manufactured or supplied by such party shall relieve the Entity from the foregoing warranty obligation of the Entity. The warranty period set forth hereinabove shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply.

In the event of failure of the Entity to comply with above mentioned conditions within one (1) week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Entity who hereby agrees to pay reasonable costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Entity cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction and the reasonable cost shall be charged against the Entity. Such action by the District will not relieve the Entity of the guarantee provided in this Article or elsewhere in the Facilities Lease and/or Construction Documents.

This Article does not in any way limit the guarantee 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. The Entity shall furnish District all appropriate guarantee and warranty certificates upon completion of the Project.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

The guarantee is in addition to, and not in lieu of, the District's rights under the Facilities Lease, these General Construction Terms and Conditions and/or the Construction Documents.

dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

"Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Entity or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under the Facilities Lease shall be resolved using the following procedure.

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23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Entity's Claim will be based on the District's records and the Claim documentation submitted by the Entity, which shall include but not be limited to the following: an explanation of the background; a chronology (including dates of all key events and date(s) that the Notice of Potential Claim was given); an explanation of the Entity's position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of damages or additional amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, conference or meeting notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

Claims must be submitted within thirty (30) days of when the Entity becomes aware of the facts giving rise to the Claim, except that the Claim must be submitted no later than thirty (30) days from the date that a Notice of Completion is filed. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Entity may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Entity present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, the Entity shall notify the Subcontractor in writing as to whether the Entity presented the Claim and, if the Entity did not present the Claim, provide the Subcontractor with a statement of the reasons for not

sixty (60) days after the District issues its written statement.

23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and the Entity sharing the associated costs equally. The District and Entity shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. I0 (e di)6 (s)4 (put)j /TTM8g006in wF4 (ue

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Entity agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Facilities Lease, the Entity agrees it will neither rescind the Facilities Lease, nor stop the progress of the Work on the Project.

DIVISION 1 - GENERAL REQUIREMENTS

The following constitute the General Requirements applicable to the construction of the Project.

All references herein to “Contractor” or “the Contractor” shall be deemed to apply to the Entity.

course of the
Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

END OF SECTION

2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.

B. Type and Quality of Existing Products: Determine by inspection and testing existing products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown or specified. The Entity shall perform all cutting and patching as required.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

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estimated cost of replacement may be deducted from any moneys due or to become due to the Entity.

F. Replacements for lost or damaged materials shall be of the same kind and of the same or better quality and condition as the lost or damaged materials were prior to their removal. Replacement materials should also be of the same size, color, weight etc. of the original materials. M(e or)17 (6 or)17 (6 or)5pM(e 0 (di)617 (6o (al)6 (stg (i)6 (ov)1ex(6 o (nt)249 0.004 T mater m.91MC [e se ort w(.)2 (( )]TJf(m) (os)ne)10 sc 0

Section 01 41 00 - ADDITIONAL REQUIREMENTS FOR DSA-REVIEWED PROJECTS

PART 1 - GENERAL

1.01 GENERAL

A The following additional requirements apply to this Project, which is being reviewed by the Division of the State Architect (DSA).

B. Entity's responsibility to follow DSA IR A-24 and PR 13-01 throughout the project.

1.02 ADDITIONAL REQUIREMENTS

A. The Entity shall maintain full compliance with the requirements specified in Parts 1 thru 5 and Part 9, Title 24, California Code of Regulations (CCR). Unless otherwise indicated or specified, work shall be performed in full conformance with the latest edition of applicable regulatory requirements. All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and Part 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction. The codes adopted by the City, County, State and Federal agencies shall govern minimum requirements for this Project. The Entity shall notify the District of any conflicts between the requirements of the Contract Documents and the requirements of this paragraph. 5 ementf -17 (eAP <</MCID 10 >>BD (eA-0.002 Tw2.5i)6 (s)4 (2.3a)]TJ 0 Tcd [(2.5iem)

1	CFFA	Fabrics and Film Association, Inc.
2	CGA	ed Gas Association
3	CISCA	d Interior Systems Construction Association
4	CISPI	Soil Pipe Institute
5	CLFMI	
6	CRA	
7	CRI	
8	CRSI	Reinforcing Steel Institute
9	CS	al Standard
10	CSA	Standards Association
11	CSI	on Specifications Institute
12	CPSC	Product Safety Commission
13	CSSB	ngle and Shake Bureau
14	CTI	ile Institute of America
15	DHI	ware Institute
16	DIPRA	n Pipe Research Association
17	DLPA	e Laminate Products Association
18	DSA	the State Architect, Office of Regulation Services
19	EIA	
20	EIMAEIFS	
21	EJMA	

shall be binding as if given to the Entity. Entity's representative shall be responsible to coordinate all work to be performed.

H. Shop and fieldwork shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with the drawings, approved shop drawings and these specifications.

I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free

1. Request for inspection must be made to the office of the special inspector a minimum of twenty-four (24) hours in advance of the time the inspection is desired.

2. Underground work shall not be backfilled or covered until an inspection by the special inspector or its representative has been completed and the work approved. Any work that is covered without inspection shall be uncovered at the Entity's expense so an inspection can be made.

3. The Engineer shall have access to the work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.

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Section 01 71 23 - FIELD ENGINEERING & SURVEY CONTROLS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Entity to provide and pay for field engineering services required for the execution of Work, including, but not limited to:

1. Survey Work required in execution of the Work scope.
2. Civil, structural or other professional engineering services specified, or required to execute Entity's construction methods.

B. Provide field staking of site improvements included in the Work; identify existing survey reference points and property line corner stakes indicated on Drawings.

C. Locate and be aware of all existing on-site utility lines and improvements.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Qualified California registered professional engineer or registered land surveyor, acceptable to Entity and the District Representative.

B. Registered professional engineer of discipline required for specific service or Project.

Section 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Execute cutting, fitting or patching of Work, required to:
   1. Make parts fit properly.
   2. Uncover Work to provide for installation of ill-timed Work.
   3. Remove and replace Work not conforming to requirements of Contract Documents.
   4. Remove and replace defective Work.
   5. Remove samples of installed Work as specified for testing.
   6. Remove existing materials (demolition) required prior to installation of specified Work.
   7. Uncover Work to provide for Architect's observation of covered Work.

B. Do not endanger structural integrity of any Work by cutting or altering any part of it.

C. The subcontractor with structural responsibility within their scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.

D. Minor cutting and patching of finishes and/or trim will be performed by the subcontractor where required for the execution of their Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect prior to the start of Work.

E. The Entity and its subcontractor shall make the field measurements necessary for its Work and be responsible for its accuracy. Also, should any structural difficulties prevent a subcontractor from installing its material properly, the District Representative and Architect shall be notified in writing within 24 hours. Cutting into the walls, ceilings and floors, if necessary, shall be carefully and neatly performed and then be repaired as specified in the Contract Documents. The Architect shall be consulted prior to the start of Work in all cases where cutting into a structural portion of the building is either desirable or necessary so that satisfactory reinforcement may be provided.

F. Patching of all exposed architectural finishes shall be performed under the supervision of the Inspector. Cutting and patching of existing architectural finishes shall be minimized to the extent possible through careful routing and placement of new Work. The Architect or Inspector shall have the authority to reject substandard or unacceptable patching.

G. Patching of openings that are cut in any fire rated walls or membranes shall be sealed tightly using approved materials only. Verify that fire rating envelopes are maintained and inspections provided prior to concealing Work. Cutting and patching, if required by Agencies to verify adequacy of protection after concealment, shall be performed at no cost to the District.

1.02 RELATED SECTIONS

A. Section Exhibit D - General Conditions.

B. Section 01 35 16 - Alteration Project Procedures.

C. Section 01 45 00 - Quality Control.

D. Section 01 50 00 Temporary Facilities and Controls.

E. Section 02 41 00 - M27e (8)Tj ( )Tj EMC /LBody <</M2.16 oT0 1 Tffyo93 Td.2<2w 0.94 0 (.)]T.6

B. After uncovering existing Work, examine conditions affecting installation of new products and performance of Work.

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C. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive finishing Work.

D. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.

E. Restore Work with new products in accordance with requirements of the Contract Documents.

F. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with approved fire rated material in accordance with the manufacturers installation instructions and applicable Codes.

G. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.

H. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness

Section 01 74 23 – FINAL CLEANING

PART 1 - GENERAL

1.01 SUMMARY

1. Entity is responsible for daily cleanup and a final cleaning prior to occupancy and prior to acceptance of the Project by the District. This section only addresses the final cleaning required prior to punch listing and occupancy.

2. Cleaning Program:

- The cleaning program shall include all construction areas and surrounding areas affected by the construction including site, exteriors of buildings / structures, roofs and interior of buildings.
- The areas to be cleaned shall be turned over to the owner in a "move-in" condition.
- All areas shall be free of all construction materials, dust, debris, markings and dirt.
- All surfaces shall be washed, cleaned and cleared of markings.
- All existing and new fixtures shall be cleaned, sanitized and ready for use.
- Only if directed by the District, new and existing hard surface floors will be stripped and waxed.

1.02 PROJECT CONDITIONS

1. Comply fully with Federal and local environmental and antipollution regulations.

- Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
- Burning or burying of debris, rubbish, or other waste material on the premises is not permitted. Td -0 0 11.04 36 38324
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1. General: Provide final cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

- Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
- Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- Remove petrochemical spills, stains, and other foreign deposits.
- Remove tools, construction equipment, machinery, and surplus material from the site.
-

- ƒ Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- ƒ Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- ƒ Replace disposable air filters and clean permanent air filters. Clean all exposed surfaces of diffusers, registers, and grilles.
- ƒ Clean ducts, blowers, and coils if units were operated without filters during construction.
- ƒ Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.
- ƒ Leave the Project clean and ready for occupancy.

3. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously- 0 Td ( ) (ec)4 (t)2 id0082t 2 (al)6 (l)

SECTION 01 91 13 GENERAL COMMISSIONING REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes general commissioning processes and requirements that apply to the implementation of commissioning. Commissioning is a process of review and verification of specific building systems consisting of design and submittal reviews, contractor completed installation checklists, verification of Test and Balance values, and contractor performed functional testing which are all reviewed or witnessed by the CxA.

B. Related Sections include the following:

District does not apply for CHPS due to expense.

1. Section 03 31 00: Structural Concrete
2. Section 07 21 00: Building Insulation
3. Section 07 25 00: Weather Barriers
4. Section 07 54 19: Single Ply Roofing System
5. Section 07 62 00: Sheet Metal Flashing and Trim
6. Section 07 70 00: Roof Specialties and Accessories
7. Section 08 80 00: Glazing
8. Section 22 05 93: Testing, Adjusting and Balancing for Plumbing.
9. Section 23 05 93: Testing, Adjusting and Balancing for HVAC.
10. Section 23 05 50: Basic Mechanical Materials & Methods.
11. Section 23 09 23: Energy Management System Design Build.
12. Section 26 82 00: Lighting Controls

5. Perform quality control of all work and certify it is complete prior to request for inspection.

G. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.

H. Contractor shall integrate all commissioning activities into Contractor's master construction schedule. See Exhibit A of this specification section.

I. Subcontractors shall assign representatives with expertise and authority to act on behalf of subcontractors and schedule them to participate in and perform commissioning team activities including, but not limited to, the following:

1. Participate in construction-phase coordination meetings.

2. Participate in maintenance orientation and inspection.

3. Complete pre-functional checklists for all equipment. Submit completed forms with start-up reports immediately after start up.

4. Complete building enclosure construction checklists as required throughout the installation of building enclosure systems as identified. Submit completed forms upon installation completion of each building enclosure system.

5. Schedule and perform building enclosure testing as specified in the technical specification sections with CxA as witness.

6. Schedule and perform duct air leakage testing as specified in the technical specification sections with CxA as witness. Duct leakage testing required for ducted systems over 3-inch water coluj ( )hQPnbhe te lhe te plsosur.

12. Participate in final review at acceptance meeting.

13. Provide schedule for operation and maintenance data submittals, equipment startup, and testing to CxA for incorporation into the commissioning plan. Update schedule on a weekly basis throughout the construction period.

14. Provide information to the CxA for developing construction-phase commissioning plan.

15. Participate in training sessions for operation and maintenance personnel.

16. Verify that all systems function correctly by testing each mode of operation, alarm and system function.

17. Gather and submit operation and maintenance data for systems, subsystems, and equipment to the CxA, as specified.

18. Perform quality control of all work and certify it is complete prior to request for observation and or testing.

19. Complete and sign Systems Functional Testing Readiness Certification and Notification Letter for Commissioning and provide to CxA (See Exhibit B of this specification section).

20. Provide technicians who are familiar with the construction and operation of installed systems and who shall develop specific test procedures and participate in testing of installed systems, subsystems, and equipment.

21. Perform seasonal testing, at the direction of the CxA, to prove functional performance of the HVAC and controls in the opposite season.

1.07 ARCHITECT AND DESIGN ENGINEER RESPONSIBILITIES

A. Responsible for developing the construction contract documents and clarifying the design intent during the construction phase of the project.

B. Performs construction observation.

C. Contracted directly to District.

D. Coordinate with the CxA specified building enclosure test plans developed by the architect and or CxA.

1.08 CXA'S RESPONSIBILITIES

A. Organize and lead the commissioning team.

B. Prepare a Commissioning Plan. Collaborate with design team, owner, contractor and subcontractors to develop test and inspection procedures. Identify commissioning team member responsibilities, by name, firm, and trade specialty, for performance of each commissioning task.

C. Work with the Contractor to schedule commissioning activities. The Contractor shall integrate all commissioning activities into the master construction schedule. All parties will address scheduling issues in a timely manner in order to expedite the commissioning process.

D. Review and comment on submittals for compliance with the approved project documents and identify any potential conflicts.

E. Conduct commissioning team meetings for the purpose of coordination, communication, and conflict resolution; discuss progress of the commissioning processes. The CxA shall prepare and distribute minutes to commissioning team members and attendees within five (5) workdays of the commissioning meeting.

F. At the beginning of the construction phase, conduct an initial construction-phase coordination meeting for the purpose of reviewing the commissioning activities and establishing tentative schedules for permanent power; operation and maintenance data submittals; operation and maintenance training sessions; TAB Work; and Project completion.

G. Periodically observe and inspect construction and report progress and deficiencies. In addition to compliance with the Contract Documents, inspect systems and equipment installation for adequate accessibility for maintenance and component replacement or repair.

H. Prepare Project-

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Report including applicable Project Record Documents.

1.09 COMMISSIONING DOCUMENTATION

A. Commissioning Plan: A document, prepared by CxA, that outlines the process, schedule, allocation of resources, and documentation requirements of the commissioning effort, and shall include, but is not limited to the following:

1. Description of the organization, layout, and content of commissioning documentation to be provided along with identification of responsible parties.

2. Identification of systems and equipment to be commissioned.

3. Description of the level of commissioning for each system and define levels of commissioning.

4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.

5. Identification of items that must be completed before the next operation can proceed.

6. Description of responsibilities of commissioning team members.

7. Description of observations to be made.

8. Description of requirements for operation and maintenance training, including required training materials.

9. Provide a schedule for commissioning activities with specific dates coordinated with overall construction schedule.

10. Define the process for completing pre functional and startup checklists for

5. Completed test checklists.

6. Listing of off-season test(s) not performed and a schedule for their completion.

H. Systems Manual: CxA shall gather required information and compile systems manual. Systems manual shall include, but is not limited to, the following:

1. As-built system narratives, schematics, and list of installed equipment, including; Building Envelope, HVAC, Laboratory HVAC, Fire Protection and Alarm, Irrigation Control, Power and Lighting Controls installed schematics.

2. Operation and maintenance manuals.

1.10 CXA SUBMITTALS

A. Commissioning Plan: CxA shall submit a draft commissioning plan. Deliver one copy to Contractor and one to District. Present submittal in sufficient detail to evaluate data collection and arrangement process. One copy, with review comments, will be returned to the CxA for preparation of the final commissioning plan.

B. Pre functional Checklists: CxA shall submit sample checklists and forms to Contractor and subcontractors for review and comment.

C. Functional Test Plan: CxA shall submit draft Functional Test Plan and checklists for comment. The final Functional Test Plan will be submitted and used for functional testing. Submit the Title-24 required functional tests.

D. Site visit reports: CxA shall submit site visit reports as they are created.

E. Final Commissioning Report: CxA shall submit the draft commissioning report. One copy, with review comments, will be returned to the CxA for preparation of final submittal. The final report submittal must address previous review comments.

1.11 COORDINATION

A. Coordinating Meetings: CxA shall conduct coordination meetings of the commissioning team as needed to review progress on the commissioning plan, to discuss scheduling conflicts, and to discuss upcoming commissioning process activities.

B. Pretesting Meetings: CxA shall conduct pretest meetings with the commissioning team to review startup reports, coordinate controls sequence of operations, review pretest inspection results, review testing and balancing procedures, review testing an9 (ev)

commissioned before functional testing can begin. The checklist captures equipment nameplate and characteristics data, confirming the as-built status of the equipment or system. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled. The Contractor and vendors shall execute factory startup and provide the CxA with a copy of the signed and dated completed start-up checklists which will be submitted with the Pre-Functional checklists.

B. Execution of Pre-functional Checklists and Startup.

1. Pre-Functional checklists will be provided to the project site by the CxA.

2. The contractor shall maintain a master copy of signed checklists.

3. The installing contractors shall update the checklists as work is completed. Only individuals that have direct knowledge and witnessed that a line item task on the pre-functional checklist was actually performed shall initial or check that item off.

4. The CxA will periodically review the checklists for completeness and report on progress at the Cx meetings.

C. Deficiencies, Non-Conformance and Approval in Checklists and Startup.

1. The Contractor shall clearly list any outstanding items of the initial start-up and pre-functional procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CxA within two days of test completion.

2. The CxA reviews the report and reports to the District. The CxA shall work with the Contractor and vendors to correct and retest deficiencies or uncompleted items.

3.03

a. Vapor Barrier Installation – ASTM E1643 – Standard Practice for Selection, Design, Installation and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.

b. Insulation Installation Inspection – ASTM C1060-90 – Standard Practice for Thermographic Inspection of Insulation Installations in Envelope Cavities of Frame Buildings.

c. Windows and Curtain Wall Installation – ASTM E1105 – Standard Test Method for Field Determination of Water Penetration of Installed Window, Skylights, Doors and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference.

d. Dissimilar Enclosure Material Intersections – AAMA 501.2 – Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls and Sloped Glazing Systems.

e. Exterior Sealants – ASTM C1193 – Standard Guide for Use of Joint Sealants, Appendix X1 – Method A, Field Applied Sealant Joint Hand Pull Tab.

f. Horizontal Waterproofing Installation – ASTM D 5957 – Standard Guide for Flood Testing Horizontal Waterproofing Installations.

2. Copies of any required enclosure testing and test plans will be submitted to CxA for review and comment prior to performing any tests.

3. CxA will be notified 14 days prior to any scheduled building enclosure field tests allowing time for CxA to witness field tests, as required.

D. Electrical Systems

1. Upon completion of the lighting control installation and contractor testing the CxA will verify the performance of the system by witnessing its operation.

2. Upon completion of the uninterruptible power supply and contractor pretesting, the CxA will witness a Contractor test to verify complete system power loss and verify proper power provision of critical systems.

E. Plumbing

1. Domestic hot water will be tested by the CxA by measuring the hot water temperature at a percentage of the fixtures along with the time it takes to reach that temperature.

2. After receipt of completed prefunctional checklists and manufacturer's authorized start-up reports, the CxA will test the shops, dental compressed air and vacuum systems for proper operation.

EXHIBIT E

INSURANCE REQUIREMENTS

Section I. Insurance.

The Entity shall obtain, and maintain during the entire Lease Term, and for any extended length of time identified under these requirements, all insurance required by Sections III and IV; Entity shall obtain, and maintain during the entire construction phase of Phase II of the Facilities Lease, all insurance required by Section VI. Certificates of Insurance and required endorsements, including but not limited to Additional Insured Endorsements and Waivers of Subrogation in favor of the District, the Architect, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers (herein after collectively referred to as "Additional Insureds"), **shall be delivered to the District a) within five (5) days of execution of the Facilities Lease by the District for insurance required by Sections III and IV and b) within five (5) days of issuance of the Notice to Proceed with Phase II for insurance required by Section VI. The Entity shall not commence work until all required insurance documentation has been submitted to and accepted by the District.** If the District requests copies of the Insurance Policy or Policies, the Entity agrees to provide certified copies within 30 days of the District's request.

Every policy shall be endorsed or shall provide in the policy form to state that the policy shall not be canceled, materially reduced, or non-renewed without thirty (30) days prior written notice to District (ten [10] days for non-payment of premium).

Failure of Entity to maintain all required insurance as required during the Lease Term shall constitute a default entitling the District to all rights and remedies that exist under this Agreement and/or by law.

The insurance required in this agreement shall be with carriers, on forms, and in amounts acceptable to the District and shall be subject to the approval of the District. Any acceptance of insurance certificates by the District, however, shall in no way limit or relieve the Entity of duties and responsibilities in this agreement.

Section II. Effective Date of Policies.

The insurance required by Sections III and IV of this Exhibit shall be maintained by the Entity in full force and effect at all times during prosecution of the work and, in regards to the insurance required by Section IV, for the period of time the District may be held liable for the Entity's work; evidence of such will be provided to the District for a period of time no less than five (5) years after the final completion and acceptance thereof by District. This requirement includes, but is not limited to, Entity's obligation to maintain Products & Completed Operations coverage for itself and the Additional Insureds. The insurance required by Section VI of this Exhibit (Builder's Risk) shall be maintained by the Entity in full force and effect from the time of Notice to Proceed with Phase II of the work until acceptance of the Project by the District.

Section III. oTw -e3

In accordance with the provisions of Section 3700 of the Labor Code, the Entity, and each Subcontractor, shall secure the payment of compensation to its employees. The Entity and each Subcontractor shall provide Workers' Compensation insurance and occupational disease insurance, as required by law, and Employer's Liability insurance with minimum limits of $1,000,000 covering all workplaces involved in the Construction Documents.

The Entity shall sign and file with the District the following certificate on the form provided by the District:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

The Entity shall require each Subcontractor to file such statement prior to allowing that Subcontractor to commence Work.

The Entity shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice (ten [10] days for non-payment of premium) shall be served on District prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also include an endorsement evidencing that the insurer shall waive all rights of subrogation against the District, the Architect, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers. Such insurance shall be delivered to the District Representative within five (5) days of being notified of the intent to award the Contract, and before the District will execute the Facilities Lease.

With the exception of insurance provided by The State Compensation Insurance Fund of California, insurance is to be placed with insurers approved by the State of California Department of Insurance or otherwise authorized to transact insurance business in California and with a Bests' rating of no less than A- VII.

Any deductibles or self-insured retentions must be declared to and approved by the District.

Section IV. Liability Insurance.

c. Contractual Liability insuring the obligations assumed by the Entity in this agreement or Blanket Contractual Liability Coverage
d. Broad Form Property Damage (including Completed Operations)
e. Explosion, Collapse, Subsidence, and Underground Hazards
f. Personal Injury Liability

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B. Additional coverages and/or limits may be required in the Facilities Lease. If the Facilities Lease requires limits of General Liability and Automobile Liability insurance exceeding those stated above, the Entity shall carry Umbrella Liability insurance providing excess coverage at least as broad as the underlying coverage with a limit equal to the amount stated in the Facilities Lease.

C. Should Entity or any of its Subcontractors or Consultants maintain broader coverage and/or limits than those listed in this contract, those limits/coverages are hereby required and shall be made available to the District.

D. The following terms shall be included in the General Liability and Auto Liability insurance, either within the policy or by endorsement:

1. General Liability policy shall be endorsed to include by name "Additional Insureds," as defined by Section I., as additional insureds (the General Liability endorsement shall be at least as broad as ISO form CG 20 10 11 85), and shall provide coverage for Ongoing Operations as well as Products & Completed Operations for the period of time the "Additional Insureds" may be held liable for the Entity's work, and shall state that these policies are primary and that any Insurance, Self Insurance or Memorandum of Liability Coverage (MDLC) maintained by District shall be in excess of the Entity's insurance and shall not be called upon to contribute to any loss. Evidence of such shall be provided to the District for a period of time no less than ten (10) years after completion of the project.

2. Except with respect to bodily injury and property damage included within the Products and Completed Operations hazards, the aggregate limit, where applicable, shall apply separately to the project under this subcontract.

3. All liability insurance shall be written on an "occurrence" basis and defense costs shall be outside the policy limits of liability. Modified Occurrence policies and sunset-type clauses shall not be accepted.

4. The Commercial Auto Policy shalat-6 (aus)4 (P)1 (nc)4 (l)6 (uded w)61 (o)-100 (p-9t)2 istrict fefpP7 (oc)
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s(oj)6 (v(6 (es)4)6 (o t)2 (he pr)70 Tc 0 Tw ( )Tj /TT0 6.89 (24)Tj7 (ocT0 Tw 40
Ceft fhe prel1eaont(ur)7 (an6,)1.70a4 0ddttona (66 (l)12 ((ur)7 (anc)4ed on)10,)2

8. The policy must provide, by policy provisions or endorsement, that it shall not be canceled, suspended, voided, materially changed or any renewal or replacement policy be changed without thirty (30) days' prior written notice to the District (ten [10] for non-payment of premium). Evidence of such must be provided to the District.

9. The Contractual Liability coverage may be either on a blanket basis or a policy which specifically identifies this Agreement with a contractual liability endorsement.

10. Any deductibles or self-insured retentions must be declared to and approved by the District which amounts shall be no greater than $50,000. Any and all deductibles or self-insurance retentions in the above described liability insurance policies shall be assumed by and be for the account of, and at the sole risk of the Entity.

11.

Exhibit F

General Conditions Costs

[TO BE ADDED BY AMENDMENT]

A	Item		

		Item				UNIT COSTS	TOTAL COSTS		
L	DETAILS	Code	Description	Qty.	Manhours/	Labor			

EXHIBIT G

CONSTRUCTION SCHEDULE

[TO BE ADDED BY AMENDMENT]

EXHIBIT H
PRECONSTRUCTION SERVICES

A. Entity's General Duties and Status:

Entity covenants with the District to furnish Entity's best skill and judgment and to cooperate with any other consultants and any design professionals employed by the District in connection with the Project. Entity agrees to perform the Preconstruction Services in the best way and in the most expeditious and economical manner consistent with the interests of the District.

including those before submission of the construction documents to DSA for approval and the formal constructability review(s), is to determine that the design comprises complete, accurate and fully coordinated drawings and specifications for construction, and thereby reduce the risk of disruption, delay, change orders and potential claims. Entity will focus on accuracy, completeness, sequencing and coordination. Entity's reviews also will seek out alternative construction materials and systems that may result in a cost or time savings to the District. The results of the reviews shall be provided in writing and as notations on the construction documents. Nothing in the contract documents shall relieve the Architect and the other design professionals from their obligation to perform their services and design the Project in accordance with the terms of their respective contracts and the applicable standard of care, and final decision on all such cost or time saving reviews shall be with the District and/or its separately retained construction management or design consultants.

7. Development of Total Base Rent:. Entity shall prepare a plan to develop the TBR, including without limitation a bidding approach and schedule to obtain competitive bids from potential subcontractors and suppliers, and submit the plan to the District for approval sufficiently prior to DSA approval to allow for District review and

l. District shall have the right to review the proposed subcontractors and to object to or reject any proposed subcontractor or supplier;

m. For any work not required to be bid, Entity shall provide a detailed estimate of the cost of the -2 (t)4.3co76 54.96 58.68. a,0.6 (o)6 (a)10n2 (t)4

p. Entity shall develop a proposed Lease Payment Schedule based on its proposed TBR.

Entity shall meet with the District and Architect to review the final price proposal, proposed TBR, and proposed Lease Payment Schedule and the written statement of its basis. If the District or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify Entity, who shall make appropriate adjustments to the documentation.

Entity shall be present at the Board meeting at which the TBR and Lease Payment Schedule is proposed for approval and be available to answer any Board questions regarding the TBR or Lease Payment Schedule. The cost of any revisions to the proposed TBR or Lease Payment Schedule or supporting documentation or analysis required by the Board as a condition of approval of Phase II of the Work is included in Preconstruction Services.

8. Long Lead Time Items: Entity shall recommend to the District and Architect a schedule for procurement of any long-lead time items which will constitute part of the work as required to meet the Project schedule. If such long-lead time items are procured by the District, they shall be procured on terms and conditions acceptable to Entity. [The District will add an allowance for procurement of long-lead time items by an Amendment during Preconstruction, subject to approval of the District prior to purchase of such items.] Upon Notice to Proceed with Phase II of the Work, all contracts for such items shall be assigned by the District to Entity, who shall accept responsibility for such items as if procured by Entity. Entity shall expedite the delivery of long-lead time items to ensure delivery and installation to meet the scheduled completion date.
9. Insurance costs for pre-construction services: In accordance with Exhibit E, the Entity shall provide insurance, as required by Sections III and IV.

C. Term, Progress and Completion:

Time is of the essence. The District desires to submit the construction documents to DSA no later than **October 1, 2024** DSA approval is estimated to occur **approximately April 1, 2025**, followed by development and approval of the Total Base Rent and Le254nTm (32)Tj ( )Tj EMC

2	**Proposed Preconstruction Services Fee** – Site Investigation Allowance	**$25,000**
3	**Proposed Preconstruction Services Fee** – Preliminary Construction Project Schedule and Preliminary Site Logistics Plan	**$**
4	**Proposed Preconstruction Services Fee** – Preliminary Cost Estimates	**$**
5	**Proposed Preconstruction Services Fee –** Value Engineering	**$**
6	**Proposed Preconstruction Services Fee –** Constructability Review of Construction Documents (including BIM).	**$**
7	**Proposed Preconstruction Services Fee – Development of Total Base Rent**	**$**
8	**Proposed Preconstruction Services Fee –** Assessment of Long Lead Time Items (Does not include Allowance; to be added via Amendment during Preconstruction)	**$**
9	**Total for Preconstruction Services (Rows 1-8)**	**$**

1
2

Graphics Specialist	
Project Engineer	
VDC Manager	
Detailer	

E. Changes/Extra Work:

The District may order changes in the Preconstruction Services within the general scope thereof, consisting of additions, deletions, or other revisions. The compensation stated above shall be adjusted accordingly, which may or may not include an extension of the time for performance. All such changes in the Preconstruction Services, including changes in the compensation and/or time for performance, shall be authorized only by written change order, signed by the District. If Entity claims that performance of any work entitles it to additional compensation or affects the time for performance of the Preconstruction Services, Entity shall provide written notice to the District of any such claim prior to undertaking such work. If the

EXHIBIT I

Sacramento City USD Project Labor Agreement

Included as a

EXHIBIT J

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

WORKER'S COMPENSATION AFFIDAVIT

Pursuant to General Conditions, Exhibit D of the Facilities Lease Agreement, Article 3, Section 3.13, in accordance with the provisions of Section 3700 of the California Labor Code, every contractor under contract on this project is required to secure workers' compensation insurance for its employees.

Each contractor, to whom a public works contract is awarded, is required to sign and file with the awarding body the following certification prior to performing the work of the contract.

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to carry workers' compensation insurance or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract and will carry such provisions through to completion of the contract.

Company: _____ Date: _____

By: _____
(Signature)

Name: _____
(Print)

Title:

Attachment 3
Sample Skilled & Trained Reporting Form

Monthly Skilled and Trained Workforce Report

Public Contract Code § 2602

Unless the [Lease-Leaseback] Entity is exempt, the following report must be provided to the District's Board by the Entity for itself and all subcontractors of every tier, on a monthly basis while the Project is being performed. Receipt of this report is a condition on entitlement to payments under the contract, and, as mandated by Public Contract Code section 2602(b), the District must immediately cease making contract payments if a compliant report is not provided, or if the report is incomplete, until a complete, compliant report is submitted. If the report is incomplete due to the failure of a subcontractor to provide a report, then the District will withhold only an amount equal to 150% of the value of the monthly work for the subcontractor(s) for which no information is provided.

Project Name_____

Reporting Month: _____, 20___

PRIME CONTRACTOR AND ALL TRADE/ SUBCONTRACTORS (all tiers) (if a contractor performs work in multiple apprenticeable occupations, list each on a separate line)	**LICENSE NUMBER**	**< 10 HOURS WORKED BY JOURNEY-PERSONS? (Y) OR (N)**	**COMPLIANCE BY HOURS OR PERCENT OF WORKFORCE? (H) OR (%)**	**FOR EACH TRADE, THE PERCENTAGE OF SKILLED JOURNEYPERSON WORK OR HOURS WORKED BY GRADUATES OF AN APPROVED APPRENTICESHIP PROGRAM**[1] **(This Month / Cumulative Project Total)**
				/
				/
				/
				/
				/

1 For most trades, the minimum is 50% in 2019 and 60% in 2020 and thereafter. For the following trades, the requirement is 30%: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher. Teamsters are not subject to the requirement.

Note: To calculate monthly percentage **by hours**, divide the contractor's total graduate-journeyperson hours for the month (per occupation) by the contractor's total journeyperson hours in the occupation on the project that month. To calculate cumulative percentages