

Lowell Joint School District  
 Rancho Starbuck Intermediate School  
 16430 Woodbrier Drive, Whittier CA 90604

## MINUTES REGULAR MEETING OF THE BOARD OF TRUSTEES

May 3, 2021

- |  |   |
|--|---|
| Open Study Session:<br>Master Facilities Macy<br>Campus Tour | The Board of Trustees carried out an Open Study Session: Master Facilities Macy Elementary School Campus Tour at 5:30 p.m. Present were William Hinz, Melissa Salinas, Karen Shaw, Anastasia Shackelford, Jim Coombs, Andrea Reynolds, Sheri McDonald, David Bennett and Mike Arnold the project manager for Erickson Hall. |
| Call to Order  | President Hinz called the meeting to order at 6:30 p.m. and Rancho Starbuck Intermediate School. Video conference was also available via zoom meeting ID # 894 2658 6206 for the Regular Board Meeting of the Board of Trustees, in compliance with Government Code 54953.  |
| Topics Not on the Agenda                                     | None.   |
| Closed Meeting   | President Hinz declared the meeting recessed to closed session at 6:30 p.m.   |
| Call to Order  | President Hinz called the meeting to order at 7:38 p.m. via video conference zoom meeting ID # 894 2658 6206 for the Regular Board Meeting of the Board of Trustees, in compliance with Government Code 54953.  |
|  | The flag salute was led by Karen Shaw the Board of Trustees Vice President.   |
|  | Trustees Present: William A. Hinz, Melissa A. Salinas, Karen L. Shaw, Fred W. Schambeck, and Anastasia M. Shackelford   |
|  | Trustees Absent: None.  |
|  | Staff Present: Jim Coombs, Superintendent of Schools, Sheri McDonald, Assistant Superintendent of Educational Services, Andrea Reynolds, Assistant Superintendent of Administrative Services and David Bennett, Assistant Superintendent of Facilities and Operations   |
| Reporting out Action (if any) Taken in Closed Session        | None.   |
| Introduction / Welcome                                       | President Hinz welcomed all guests, Darleene Pullen, CSEA president, Allison Fonti, LJEa president and LJEa lead negotiator, Leslie Mangold.  |
| Acknowledgement of Correspondence                            | None.   |

- Approval of Agenda It was moved, seconded, and carried by unanimous vote, (5 – 0) to approve the May 3, 2021, Board agenda.
- Approval of Minutes It was moved, seconded, and carried by unanimous vote, (5 – 0) to approve the minutes from the April 5, 2021, Regular Board Meeting.
- Topics Not on the Agenda None.
- Timely Information from the Board and Superintendent None.
- Recognition of the Republican Women’s 2021 Essay Contest Winners Mr. Coombs mentioned that Dr. Spruston and Mrs. Jan Averill were out of town and not able to attend in person for the recognition of the Republican Women’s Essay winners. Mrs. Monica Gunns, the president of the Republican Women’s Association – La Habra, and Vicki Cooke, member, were present.
- Mr. Coombs introduced:  
 Allyson Sanders, the first grade winner from Olita Elementary School  
 Tesla Carrillo, the third grade winner from Olita Elementary School  
 Rafael M. Tafur, the fourth grade winner from El Portal Elementary School  
 Bianca Gisel Martinez, the fifth grade winner from Olita Elementary School  
 Joshua Sweet, the sixth grade winner from Jordan Elementary School  
 Ava Alejandre, the sixth grade winner from Meadow Green Elementary School  
 Rachelle Kotto, the seventh grade winner from Rancho-Starbuck Intermediate School  
 Diana Montiel, the eighth grade winner from Rancho-Starbuck Intermediate School  
 Chloe Helms, the seventh grade art contest winner from Rancho-Starbuck Intermediate School  
 Brooke Chavez, the eighth grade art contest winner from Rancho-Starbuck Intermediate School
- \*\*\*\*\*Recess\*\*\*\*\* President Hinz declared recess at 8:08 p.m. President Hinz reopened the meeting at 8:14 p.m.
- Recognition of 2021 & 2022 Teacher of the Year, 2020 & 2021 Classified Employee of the Year Mr. Coombs introduced Mrs. Tena Serrano, School Clerk at Rancho Starbuck Intermediate School, as the 2020 Classified Employee of the Year to the Board of Trustees. Mrs. Serrano has been with Lowell Joint since 1999. Mr. Hinz presented Mrs. Serrano with a certificate honoring her as the 2020 Classified Employee of the Year.
- Mr. Coombs introduced Mrs. La Reina Ayers, 2<sup>nd</sup> grade teacher at Olita Elementary, as the 2021 Teacher of the Year to the Board of Trustees. Mrs. Ayers has taught at Olita Elementary since 1988. Mr. Hinz presented Mrs. Ayers with a certificate honoring her as the 2021 Teacher of the Year.
- Mr. Coombs introduced Mrs. Beverly Schambeck, Library Tech at Rancho Starbuck Intermediate School, as the 2021 Classified Employee of the Year to the Board of Trustees. Mrs. Schambeck has been with Lowell Joint since 1986. Mr. Hinz presented

Mrs. Schambeck with a certificate honoring her as the 2021 Classified Employee of the Year.

Mr. Coombs introduced Mrs. Rebecca Champion, Teacher on Special Assignment, as the 2022 Teacher of the Year to the Board of Trustees. Mrs. Champion has taught in Lowell Joint since 1999. Mr. Hinz presented Mrs. Champion with a certificate honoring her as the 2022 Teacher of the Year.

\*\*\*\*\*Recess\*\*\*\*\*

President Hinz declared recess at 8:20 p.m. President Hinz reopened the meeting at 8:27 p.m.

Resolution 2020/21 No. 822, Recognizing May 12, 2021, as “Day of the Teacher”

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2020/21 No. 822, as attached, Recognizing May 12, 2021, as “Day of the Teacher”, and that the Superintendent or designee be authorized to execute the resolution.

Resolution 2020/21 No. 823, Recognizing May 6, 2021, as “School Nurses Day”

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2020/21 No. 823, as attached, Recognizing May 6, 2021, as “School Nurses Day”, and that the Superintendent or designee be authorized to execute the resolution.

Resolution 2020/21 No. 824, Recognizing May 16 – 22, 2021, as “Classified School Employees Week”

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2020/21 No. 824, as attached, Recognizing May 16 – 22, 2021, as “Classified School Employees Week”, and that the Superintendent or designee be authorized to execute the resolution.

Approval of the 2020/21 Extended School Year (ESY) Program

It was moved, seconded, and carried by unanimous vote (5 – 0) to approve the 2020-21 extended school year program, and authorized the Superintendent or designee to execute the necessary documents.

Resolution 2020/21 No. 826, Designating the Observance of Lincoln Day on February 14, 2022 and the Observance of Washington Day on February 21, 2022

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2020/21 No. 826, as attached, designating the Observance of Lincoln Day on February 14, 2022 and the Observance of Washington Day on February 21, 2022, and that the Superintendent or designee be authorized to execute the necessary documents.

Declaration of Need for Fully Qualified Educators to for the 2021/22 School Year

It was moved, seconded, and carried by unanimous vote (5-0) to approve the Declaration of Need for Fully Qualified Educators for the 2021/22 school year, and authorized the Superintendent or designee to execute the necessary documents.

Expanded Learning Opportunities Grant Plan

School districts must complete ELO Grand plan to receive the ELO grant funds under California *Education Code (EC)* Section 43521(b), submitted to CDE, updated in the actual expenditures by December 1, 2022. It was moved, seconded, and carried by unanimous vote (5-0) to approve the Expanded Learning Opportunities Grant Plan, and

that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Agreement with King Office Services for Moving Services during the Jordan Elementary Relocation to Maybrook

It was moved, seconded, and carried by unanimous vote (5-0) to approve the agreement with King Office Services for Relocation Services, Jordan Elementary School, effective May 3, 2021 through May 2, 2022, not to exceed \$15,000.00, (21.0-00000-0-00000-85000-6282-0040000), Measure LL Bond Fund, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval of Contract with Silver Creek Industries for the Modular Building Project at Jordan Elementary School

It was moved, seconded, and carried by unanimous vote (5-0) to approve the contract with Silver Creek Industries for the Modular Building Project at Jordan Elementary School, effective May 4, 2021, through May 4, 2023, not to exceed \$3,680,506.94, (21.0-00000-0-00000-85000-6230-0000400), Measure LL, (21.0 Bond Fund), and that the Superintendent or designee be authorized to execute the necessary documents

Approval of Deductive Change Order No. 1 from Erickson Hall Construction for Olita Elementary School Project

It was moved, seconded, and carried by unanimous vote (5-0) to approve Deductive Change Order No. 1, Erickson Hall Construction Company, Lease-Leaseback General Contractor, Olita Elementary School, effective May 3, 2021, not to exceed (\$48,140.00) PO 86010 (21.0-00000-0-00000-85000-6230-0000001) Measure LL (21.0 Bond Fund), and that the Superintendent or designee be authorized to execute the necessary documents.

Resolution 2020-21 No. 825 Approving the Guaranteed Maximum Price of \$8,520,692, and the Lease-Leaseback Contract with Erickson Hall Construction Company for the HVAC, Roof Replacement, Fire Alarm, Sewer, ADA, Modular Buildings, and Related Work at Jordan Elementary School

It was moved, seconded, and carried by unanimous roll call vote (5-0) to adopt Resolution 2020/21 No. 825, as attached, approval of the Guaranteed Maximum price of \$8,520,692 for the Lease-Leaseback Contract with Erickson Hall Construction Company for the HVAC, Roof Replacement, Modular Buildings, Fire Alarm, Sewer, ADA, and Related Work at Jordan Elementary School, and that the Superintendent or designee be authorized to execute the necessary documents.

Consent Calendar

It was moved, seconded, and carried by unanimous vote, (5-0), to approve/ratify the following items under a consent procedure

Approval of Catapult, to provide Web Hosting Services (CMS), School to Home communication (Connect) and Emergency Management System (EMS) for the District and

Approved the 3 year agreement with Catapult, for Web hosting services for the District and school sites beginning in the 2021/22 school year through the 2023/2024 school year, at a total amount not to exceed \$70,000, and that the Superintendent or designee be authorized to execute the necessary documents.

School Sites Beginning in  
the 2021/22 School Year  
through the 2023/2024  
School Year

Approval of Participation  
Agreement with the  
Orange County  
Superintendent of  
Schools, Region 9 Local  
Educational Consortium  
(LEC) for Processing  
Lowell Joint School  
District's School-Based  
Medi-Cal Administrative  
Activities (SMAA)  
Program for the 2021-  
2022 school year

Approved the Participation Agreement with the Orange County Superintendent of Schools for Processing District's School-Based Medi-Cal Administrative Activities (SMAA) Program for the 2021-2022 school year, and that the Superintendent or designee be authorized to execute the agreement.

Purchase Order Report  
2020/21 #10

Approved Purchase Order Report 2020/21 #10 as attached, which lists all purchase orders issued March 16, 2021, through April 23, 2021.

Warrant Listing Report  
2020/21 #10

Approved Warrant Listing Report 2020/21 #10, as attached, which lists all warrants issued March 15, 2021, through April 23, 2021,

Employer-Employee  
Relations/Personnel  
Report 2020/21 #10

Ratified Employer-Employee Relations/Personnel Report 2020/21 #10, as attached, which includes hiring, resignations, contract adjustments, and retirements for certificated, classified, and confidential employees.

Second Amendment of  
Agreement #11557 with  
Thinking Maps Inc. to  
Provide Professional  
Development During the  
2020-21 School Year.

Approved the Second Amendment with Thinking Maps Inc. for Agreement #11557, total cost for 2 days training is \$3,600.00, the final \$1,800 due after the training in October, funding for this expenditure will be covered by Restricted Lottery and LCAP Supplemental funds, and that the Superintendent or designee be authorized to execute the necessary documents.

Second Amendment of  
Agreement #11558 with  
Thinking Maps Inc. to  
Provide Professional  
Development During the  
2020-21 School Year.

Approved the Second Amendment with Thinking Maps Inc. for Agreement #11558, total cost for 2 days training is \$3,600.00, the final \$1,800 due after the training in October, funding for this expenditure will be covered by Restricted Lottery and LCAP Supplemental funds, and that the Superintendent or designee be authorized to execute the necessary documents.

Second Amendment of  
Agreement #11559 with  
Thinking Maps Inc. to  
Provide Professional

Approved the Second Amendment with Thinking Maps Inc. for Agreement #11559, total cost for 2 days training is \$3,600.00, the final \$1,800 due after the training in October, funding for this expenditure will be covered by Restricted Lottery and LCAP

Development During the 2020-21 School Year.

Supplemental funds, and that the Superintendent or designee be authorized to execute the necessary documents.

Approval for Sale/Disposal of Surplus District Property – Jordan Elementary School Portable Buildings

Approved the sale/disposal of the surplus district property, 6 Portable Classroom Buildings at Jordan Elementary School, effective May 3, 2021, with no financial impact to the District, and that the Superintendent or designee be authorized to execute the necessary documents.

Board Member/Superintendent Comments

Ms. Shaw spoke of the third generation in her family starting at Meadow Green Elementary School this past month.

Mr. Coombs shared the construction displays, from El Portal, Macy and Olita, of items that were upgraded during the modernization.

Mr. Hinz stated that it was nice to be back in person for our Board of Trustees meetings.

Adjournment

President Hinz declared the meeting adjourned at 8:44 p.m. in accordance with the Government Code Section 54956.9 (a, b, c) and indicated no further public action would be taken.

Date Approved:

6/14/21



\_\_\_\_\_  
Clerk/President/Secretary to the Board of Trustees

**LOWELL JOINT SCHOOL DISTRICT**

**RESOLUTION 2020-21 NO. 822**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE LOWELL JOINT SCHOOL DISTRICT  
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,  
RECOGNIZING WEDNESDAY, MAY 12, 2021, AS  
“DAY OF THE TEACHER”**

**WHEREAS**, Lowell Joint School District teachers are dedicated to providing outstanding learning experiences for all students; and

**WHEREAS**, Lowell Joint School District teachers work to motivate students to achieve maximum potential; and

**WHEREAS**, Lowell Joint School District teachers are committed to parent involvement and positive community activities; and

**WHEREAS**, Lowell Joint School District teachers are role models for district students preparing to become contributing and successful adults; and

**WHEREAS**, Lowell Joint School District teachers are respected and appreciated by the Board of Trustees, administrators, support staff members, parents, students, and the residents of the community; and

**WHEREAS**, Wednesday, May 12, 2021, has been designated as “Day of the Teacher” in the State of California;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Trustees, on behalf of the students, parents, and the community at large, does hereby recognize Wednesday, May 12, 2021, as a day of formal recognition and appreciation of the efforts of the teachers in the Lowell Joint School District.

**APPROVED AND ADOPTED** this 3<sup>rd</sup> day of May, 2021, by the following vote:

**AYES:** Fred Schambeck, Melissa Salinas, Karen Shaw, Fred Schambeck, Anastasia Shackelford

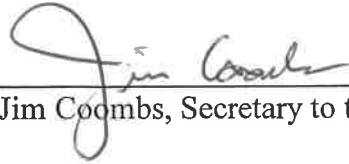
**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3<sup>rd</sup> day of May, 2021, and passed by a unanimous vote of those present.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal the 3<sup>rd</sup> day of May, 2021.

A handwritten signature in cursive script, appearing to read "Jim Coombs", is written above a horizontal line.

Jim Coombs, Secretary to the Board of Trustees



**LOWELL JOINT SCHOOL DISTRICT**

**RESOLUTION 2020/21 No. 823**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE LOWELL JOINT SCHOOL DISTRICT OF  
LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,  
RECOGNIZING WEDNESDAY, MAY 12, 2021, AS  
"SCHOOL NURSES DAY"**

**WHEREAS**, every child must be ready to learn, having their basic needs met so that they may achieve optimal physical, emotional, social, and educational development and be prepared for full participation in society; and

**WHEREAS**, through public schools, communities can work together in unprecedented ways to eliminate barriers to learning and to provide access to health care for children and families; and

**WHEREAS**, California's credentialed school nurses are pivotal members of a coordinated school health system, delivering services to children and eliminating health disparities and barriers and supporting academic success for all children; and

**WHEREAS**, school nurses provide vital links between public and private resources and programs; collaboration between schools and health and human service agencies to bring school and community services to schools; and support efforts to connect families to insurance programs to meet their needs; and

**WHEREAS**, school nurses create and maintain safe school environments; provide mandatory health education, health screenings, and immunizations; deliver early intervention services; design wellness-driven programs; and assist pupils with chronic and acute illnesses and special needs as they transition from home to school;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees on behalf of the students, parents, and community at large, does hereby recognize Wednesday, May 12, 2021, as School Nurses Day to support the learning and health needs of California's children to ensure academic success.

**APPROVED AND ADOPTED** this 3<sup>rd</sup> day of May, 2021, by the following vote:

**AYES:** William Hinz, Melissa Salinas, Karen Shaw, Fred Schambeck, Anastasia Shackelford

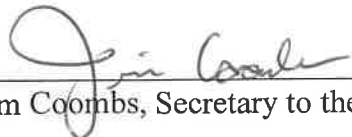
**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3<sup>rd</sup> day of May, 2021, and passed by a unanimous vote of those present.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 3<sup>rd</sup> day of May, 2021.

  
\_\_\_\_\_  
Jim Coombs, Secretary to the Board of Trustees

**LOWELL JOINT SCHOOL DISTRICT**

**RESOLUTION 2020/21 NO. 824**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE LOWELL JOINT SCHOOL DISTRICT  
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,  
RECOGNIZING MAY 16 – 22, 2021, AS  
“CLASSIFIED SCHOOL EMPLOYEES WEEK”**

**WHEREAS**, the week of May 16 – 22, 2021, has been designated as “Classified School Employees Week” in the State of California; and

**WHEREAS**, classified school employees provide valuable services to the schools and students of the Lowell Joint School District; and

**WHEREAS**, classified school employees contribute to the establishment and promotion of a positive environment; and

**WHEREAS**, classified school employees play a vital role in providing for the welfare and safety of Lowell Joint School District students; and

**WHEREAS**, classified school employees employed by the Lowell Joint School District strive for excellence in all areas relative to the educational community;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees on behalf of the students, parents, and community at large, does hereby recognize and wish to honor the contribution of the classified school employees to quality education in the State of California and in the Lowell Joint School District and declares the week of May 16 – 22, 2021, as “Classified School Employee Week” in the Lowell Joint School District.

**APPROVED AND ADOPTED** this 3<sup>rd</sup> day of May, 2021, by the following vote:

**AYES:** William Hinz, Melissa Salinas, Karen Shaw, Fred Schambeck, Anastasia Shackelford

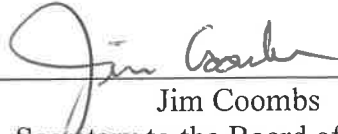
**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3<sup>rd</sup> day of May, 2021, and passed by a unanimous vote of those present.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 3<sup>rd</sup> day of May, 2021.

A handwritten signature in cursive script, appearing to read "Jim Coombs", is written above a horizontal line.

Jim Coombs  
Secretary to the Board of Trustees

LOWELL JOINT SCHOOL DISTRICT  
May 3, 2021

To: President Hinz and Members, Board of Trustees

From: Jim Coombs, Superintendent of Schools

Subject: Resolution 2020/21 No. 826, Designating the Observance of Lincoln Day on February 14, 2022 and the Observance of Washington Day on February 21, 2022      ACTION/  
(RESOLUTION)

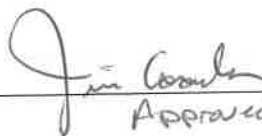
The Lowell Joint School District 2021/22 School Calendar designates a recess in February on February 14, 2022 and February 21, 2022. This action does not change the recess period in any way, for technical reasons, it is necessary for the Board to designate by resolution that the Lincoln Birthday holiday be held on February 14, 2022 and Washington Birthday holiday be held on February 21, 2022;

The holiday known as "Washington Day" is normally observed on the third Monday in February in accordance with Education Code 37220 (a); and the holiday known as "Lincoln Day" is normally observed on the Monday or Friday of the week in accordance with Education Code 37220 (a). Education Code 37220(e) allows for Governing Boards by Resolution to revise the date upon which the schools of the district close in observance of any of the holidays identified in subdivision (a) except Veteran ' s Day.

The Governing Board of the Lowell Joint School District will observe Lincoln Day on February 14, 2022 and Washington Day on February 21, 2022.

It is recommended that Resolution 2020/21 No. 826, designating the Observance of Lincoln Day on February 14, 2022 and the Observance of Washington Day on February 21, 2022 be adopted, and that the Superintendent or designee be authorized to execute the necessary documents.

Superintendent's Comment:

  
Approved 5/3/21

ADOPTION BY MAJORITY ROLL CALL VOTE.

**LOWELL JOINT SCHOOL DISTRICT**

**RESOLUTION 2020/21 NO. 826**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE LOWELL JOINT SCHOOL DISTRICT  
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,  
DESIGNATING THE OBSERVANCE OF LINCOLN DAY ON FEBRUARY 14, 2022  
AND THE OBSERVANCE OF WASHINGTON DAY ON FEBRUARY 21, 2022**

**WHEREAS**, the Lowell Joint School District 2021/22 School Calendar designates a recess in February on February 14, 2022 and February 21, 2022; and,

**WHEREAS**, this action does not change the recess period in any way, for technical reasons, it is necessary for the Board to designate by resolution that the Lincoln Birthday holiday be held on February 14, 2022 and Washington Birthday holiday be held on February 21, 2022; and,

**WHEREAS**, the holiday known as "Washington Day" is normally observed on the third Monday in February in accordance with Education Code 37220 (a); and,

**WHEREAS**, the holiday known as "Lincoln Day" is normally observed on the Monday or Friday of the week in accordance with Education Code 37220 (a); and,

**WHEREAS**, Education Code 37220(e) allows for Governing Boards by Resolution to revise the date upon which the schools of the district close in observance of any of the holidays identified in subdivision (a) except Veteran ' s Day;

**NOW, THEREFORE, BE IT RESOLVED** that the Governing Board of the Lowell Joint School District will observe Lincoln Day on February 14, 2022 and Washington Day on February 21, 2022.

**APPROVED AND ADOPTED** THIS 3<sup>rd</sup> day of May, 2021, at the regular meeting of the Board of Education of the Lowell Joint School District.

**APPROVED AND ADOPTED** this 3<sup>rd</sup> day of May, 2021, by the following vote:

**AYES:** William Hinz, Melissa Salinas, Karen Shaw, Fred Schambeck, Anastasia Shackelford

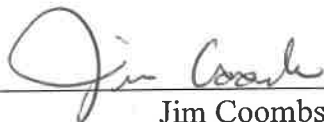
**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

I, Jim Coombs, Secretary to the Board of Trustees of the Lowell Joint School District of Los Angeles and Orange Counties, California, hereby certify that the above foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3<sup>rd</sup> day of May, 2021, and passed by a unanimous vote of those present.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 3<sup>rd</sup> day of May, 2021.

A handwritten signature in cursive script, appearing to read "Jim Coombs", is written above a horizontal line.

Jim Coombs  
Secretary to the Board of Trustees



*A Tradition of Excellence Since 1906*

## Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Lowell Joint School District	Jim Coombs Superintendent	jcoombs@ljsd.org 562.902.4203

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

### Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Because of the short timeline involved in developing this plan along side the current planning for the Local Control Accountability Plan (LCAP), discussions related to the development of the Extended Learning Opportunities Grant Plan (ELO) were held during the already scheduled meetings with stakeholders for LCAP input. It was discussed separately from the LCAP process as an opportunity to include one-time dollars in services we would be able to provide for students over the next two years that fit within the seven categories identified for appropriate expenditures. As an elementary district, there was not a great need to provide "supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility". With that in mind, stakeholders were given the opportunity to provide input both during the meeting and as part of a Padlet created to capture the thoughts of various stakeholders for both the LCAP and ELO around the other six identified areas. The Assistant Superintendent of Educational Services met with the Parent Teacher Associations (PTAs) for each school site, with the staff at each school site, the District English Learner Advisory Committee (DELAC), the LCAP Advisory Committee, California School Employees Association (CSEA) for classified staff, and Lowell Joint Education



Association (LJEA) for certificated staff. In addition, communications through the Superintendent's Office in the Healthy Families Update for both staff and parents provided information on potential opportunities for input at meetings as well as regularly scheduled meetings with PTAs. The surveys conducted for the LCAP also provide information from parents, staff, and students that have helped to inform services that we may provide under the Extended Learning Opportunities Grant even though the survey was specific to the LCAP process. Discussions specific to the development of the ELO were also part of both Instructional Cabinet meetings and Principal meetings. The Board of Trustees is updated on a weekly basis through the Superintendent's Office in addition to information shared at regularly scheduled Board meetings once a month.

A description of how students will be identified and the needs of students will be assessed.

We use a variety of universal screeners, benchmarks, and other curricular assessments to determine the academic needs of students as part of our Multi-Tiered System of Supports (MTSS). We will have some assessment data from the state assessments that students will be taking in the coming month as well. As a small district, we monitor our Foster Youth, English learners, and homeless students on a regular basis. With a broader scope of students potentially needing academic, behavioral, and social-emotional supports, we are looking into additional screeners and a better formative assessment system across the district to bring some consistency to the data for monitoring and developing supports. Each site currently uses slightly different measures outside of the district-wide universal screeners and benchmarks which makes it difficult to develop district-wide supports with the greater need to modify Tier 1 instruction. As a district, we have met with iReady as a possible solution to a more robust assessment system for the coming year. Principals have reviewed the system and teachers will also examine the program before a final decision is made in the next few weeks. If not iReady, then another system will be purchased over the course of the summer (with input from stakeholders) in order to meet the greater need for identifying and monitoring the needs of a larger grouping of students academically. The program provides targeted supports based on individual student needs, so this will allow us to build that into our overall MTSS beyond just the assessment component. iReady also includes assessments to identify language development needs. We currently use Las Links for monitoring progress, but it does not have content to then support skill development based on the assessment data. This would allow us to better target the specific needs of our English learner students. We realize that not all students are coming in with academic gaps so we are also looking at how to identify and better serve our gifted and talented students including local norms and multiple assessments so that students are not overlooked due to some possible gaps with disrupted schooling.

We added Covitality, a universal screener for social-emotional needs for grades 4-8, during the pandemic and will continue with that for the coming year to identify those students at greater risk for mental health issues. The counselor, school psychologists, and interns for both counseling and psych services also assess students on a regular basis for mental health needs based on input from teachers and other staff members related to behaviors, attendance, or other information identified through the Weekly Engagement Summary required under Senate Bill 98 for monitoring students while a district is providing any type of distance learning.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

At the beginning of the pandemic, the Superintendent began a Healthy Families Update that is sent on a regular basis to provide important information and resources for both families and staff. In addition to this newsletter and other regular communications with families through the sites, a survey was sent out to all families to determine the interest in summer learning since we do not normally provide a summer school program for students outside of the Extended School Year (ESY) for students with special needs. Information has also been provided through regularly scheduled meetings with PTAs and the DELAC meeting with our parents of English Learners. Each site will be sending out

information on the supplemental instruction and supports related to summer school, school meal programs in the summer, and ongoing supports in the coming year. This includes messages through School Messenger (texts and calls), email communications, and postings on both the district and site websites. Communications with families are based on the language identified within the Aeries student information system as the primary language for correspondence. Messages through School Messenger are translated based on the preferred language. Additional information from the Healthy Families Update and on the website is also translated into the required languages for our district. The Bilingual Aides and our Bilingual Clerk also interact with the families of our English learners to disseminate information. We will have them contact the families directly to be sure they are aware of the services being provided this summer since we have a fairly small population of English learners overall.

A description of the LEA's plan to provide supplemental instruction and support.

In addition to plans for supplemental instruction and support during the school year, Lowell Joint plans to operate a summer learning session for both the summer of 2021 and 2022. We already have almost 600 families signed up in the first week which is about 20% of our student population. We anticipate the number will continue to grow before the window closes. We will be offering a three-hour a day program to focus on building skills while engaging students in topics of interest. The goal is very little screen time for the summer to help transition students back to the classroom environment while jump-starting intervention for skill gaps. We anticipate providing supports such as counseling and psych services during the summer as well. While open to all students, the priority is to support low income families, English learners, students with special needs that do not qualify for Extended School Year, Foster Youth, and Homeless students. Offering a summer program allows us to continue with school meal programs, provide counseling and psych services, and complete Project GLAD training which requires a 4-day demonstration in a classroom with students. Anticipated expenses under Extended Instructional Learning Time for approximately \$600,000 include: Summer School programs for both the 2021 and 2022 school years at two sites. This includes 2 Principals, 2 Office Managers, a minimum of 21 teachers based on current numbers, counseling and psych services, custodial support, and nutritional services (250K for two summers = 500K); A Learning Link to address the needs of our 4-5 year olds that did not enroll in Transitional Kindergarten or Kindergarten in the 2020-2021 school year, which will run concurrently with the summer program for previously enrolled students. (50K for two summers =100K)

As we move into the 2021-2022 school year, we will provide before and after school opportunities for one-on-one and small group supports and homework help along with more intervention support within the school day. We have included some funds to increase the access to technology and high speed internet where the before and after school intervention takes place on each site as well as including certificated and classified staffing to be available for these times. We have offered this through Supplemental dollars in the LCAP historically, but we are anticipating a much greater need for this in the coming year. As such, we will need more spaces than just the library with the potential for social distancing to still be in effect. This will allow us to create some additional hubs for targeted students along with the qualified staff to support their needs.

We are looking for ways to lower the teacher-student ratio to help meet the needs of students in this coming year. It is not feasible to lower class sizes across the board given that the one-time dollars are not sustainable and we do not have the funds to address every site; however, we have built in some dollars to address the issue of class size where it will create the biggest impact for students. For elementary sites, we will be hiring a second intervention support person to work with small groups and one-on-one with the most struggling students. To support our English learners we are hiring an additional Bilingual Aide to increase the small group and one-on-one language support. The iReady system (or similar system) will also provide support for English Language Development. While many of our existing services are designed to increase language proficiency, this will add resources to provide Tier 3 supports for those English learners that are not fully

progressing with our current language interventions. Because we are offering a summer program, we are able to provide training in Project GLAD for 15 teachers to develop the necessary tools for supporting language instruction for both our English learners and those experiencing language gaps due to disrupted schooling. In addition to language development and other language arts skills targeted through intervention, we will need to address mathematics and science. iReady will have built in supports to individualize skill development for students along with existing interventions to target any gaps. Because we were mid-pilot on a new Science adoption when schools closed, we had to purchase some transitional materials to provide science instruction online. Our existing core materials did not have a digital platform for instructional purposes. With this in mind, we know that we will need to target meaningful ways to incorporate both math and science to augment regular instruction as students return. We are adding some additional opportunities for project-based learning through STEAM in our labs in order to increase the intervention supports for mathematics, science, and the arts (including language arts).

We are looking to hire additional interns for the coming year to augment our counselor and psych supports. We already use interns, but we are hoping to hire a few more this year in anticipation of the greater social and emotional needs of students upon returning to the campuses full time. We are also looking at a more formalized social-emotional curriculum that can be implemented by teachers in the classroom for all students. We are currently evaluating SEL materials from Studies Weekly since it is a platform that our teachers and students are already familiar with in grades TK-6. We began with some professional development for staff on self-care, which included connections for teachers on the importance of self-care for students and how to bring quick, mindful moments into the classroom to support both positive behavior and social-emotional well-being. We purchased the "Calm Classroom" for each teacher, which provides strategies that can be used on a daily basis to promote a healthy learning environment for students.

We recognize that we have families that opted not to begin their children in Transitional Kindergarten and/or Kindergarten due to the pandemic in the 2020-2021 school year. This is especially difficult in those formative years for developing school-readiness skills and language. With this in mind, we intend to open a Learning Link that will run concurrently with our summer program for students who were previously enrolled in the district to identify and support these students in transition to enrollment for the fall of 2021. Our Learning Link is a space designed for 4-5 year olds to come with their parent and/or guardian to have structured opportunities to develop the necessary skills for success as they enter formal schooling. This also allows for opportunities for existing students that may not want to commit to a full summer program with students of this age to get some intervention in skill development before returning in the fall. The Learning Link will be open for a few hours each day while summer school is in session. A classified staff member under the direction and support of our Early Literacy TOSA will set out stations for parents to work with their child on key areas of school readiness as identified by the Early Developmental Index (EDI) results we have from prior to the pandemic. As we are able to assess the needs of children in attendance, we can modify the program to address additional skills. To begin with, the focus will be on gross and fine motor skills, prosocial and helping behaviors, concepts of print, phonological awareness, and communication skills/oral language development.

The break down of anticipated expenditures for the remaining categories are:

Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports (\$530,000); STEAM resources for increased intervention in mathematics, science, and language arts (45K); lowering the teacher-student ratio (380K); Training in differentiation, depth and complexity, and Project Glad to support the needs of students with both academic and language gaps. (40K for training; 45K for compensation for summer professional development outside of the contracted year, and 10K in resources for training)

Integrated student supports to address other barriers to learning (\$90,000): Additional counseling and psych interns to address the social-emotional needs of students based on referral and information gathered through the Covitality screener. Costs include 5 interns (60K), Screener (5K), and resources for social-emotional lessons within the classroom (25K).

Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports (\$235,000): 30K per site for increasing access to technology in the before and after school space for intervention support (180K total); 55K for classified/certificated intervention support before and after school.

Additional academic services for students (\$510,000): Additional intervention person for each elementary site (180K); one additional Bilingual Aide (50K); Assessment system and individualized instruction based on identified needs (iReady for 2 years-\$280K)

Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs (\$5,000): Training in Social-Emotional curriculum for staff. (5K); additional trainings are listed under the accelerating progress for academic needs.

Of the above identified expenditures, the Bilingual Aide (50K), Counseling and Psych Interns (60K), and classified staff for summer school (80K) make up the required expenditures (10% of the overall funding total) for paraprofessionals. (190K)  
Additional support for intervention may also use paraprofessionals above the required set aside.

## Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$600,000	
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$530,000	
Integrated student supports to address other barriers to learning	\$90,000	

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	\$235,000	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	\$0	
Additional academic services for students	\$510,000	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$5,000	
Total Funds to implement the Strategies	\$1,970,000	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Because the funds for the Expanded Learning Opportunities Grant (ELO) are on the same timeline as other federal relief funds and the planning for the Local Control Accountability Plan (LCAP), we are focusing the expenditures of the ELO funds on the targeted summer supports and the interventions for the 2021-2022 school year. In coordination with the LCAP, federal Title monies, and other one-time federal relief dollars, we are creating a comprehensive plan of support that can then be funded by the appropriate sources based on the criteria for expenditure, deadlines for the expenditure of funds, and the need for sustainability built into the budget versus one-time costs that are better incurred through one-time dollars. The Assistant Superintendent of Educational Services, who oversees state and federal programs, is developing the ELO plan alongside the LCAP and LCAP Federal Addendum to ensure cohesiveness of action items along with the Director of Fiscal Services to ensure the appropriateness of expenditures under each of the separate sources of funding. With the school closures and the significant need for professional development that involved more one-on-one coaching, modeling, and co-teaching, two TOSAs were added and partially funded out of CARES Act dollars that expire in June of 2021. This fund was also used to keep the teacher to student ratio manageable while experiencing declining enrollment that would have warranted the loss of certificated staffing while in distance learning.

Educational Assistants (classified staff) were hired to support teachers in the primary grades with monitoring younger students online as we transitioned back to some in-person students under a hybrid model. Two certificated positions per site were also funded under CARES to support the 4-6 grade teachers with a roving support person as well as one teacher who could pull small groups for intervention or step into sub in an emergency situation for the continuity of instruction from someone familiar with the site, the students, the curriculum, and the digital platforms needed to ensure virtual learning could continue. With the completion of the Expanded Learning Opportunities Grant Plan, and the completion of the LCAP and the LCAP Federal addendum in the next two months, the ESSER II and ESSER III monies will continue to be coordinated along side these other funds to best meet the needs of our students as we plan for the next three years. As students return to campus full-time and we are able to get a better sense of their academic and social-emotional needs, we will continue to work with stakeholders for any additional expenditures related to the support of students. There will continue to be costs associated with the safe operating of schools related to increased sanitation measures, protective personal equipment, additional staffing and/or hours for services provided specific to school re-opening and learning recovery, and the mental health and social-emotional well-being of both staff and students. We will continue to partner with families, students, staff, and community partners to move forward in providing for the varied needs of our diverse student population.

# Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California Education Code (EC) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

*For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact [ELOGrants@cde.ca.gov](mailto:ELOGrants@cde.ca.gov) or [lciff@cde.ca.gov](mailto:lciff@cde.ca.gov)*

## Instructions: Plan Requirements

An LEA receiving ELO Grant funds under EC Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (EC Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
  - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
  - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
  - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, EC Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

### **Fiscal Requirements**

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.



- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

## **Instructions: Plan Descriptions**

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of how parents, teachers, and school staff were involved in the development of the plan**

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

### **A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.**

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

### **A description of how students will be identified and the needs of students will be assessed**

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

### **A description of the LEA's plan to provide supplemental instruction and support**

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, EC Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (EC Section 43522[h]).

## **Instructions: Expenditure Plan**

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

### **A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA**

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education  
March 2021

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Commercial Relocation Network

April 21, 2021

Mr. David Bennett  
**Jordan Elementary School**  
10654 Jordan Rd  
Whittier, CA 90603

David:

Thank you very much for giving **King Office Services** the opportunity to serve you on your office relocation. Please be assured of our interest, capability, and flexibility to handle this very important project.

We want you to be assured of our ability to provide all of the services you have requested. This includes our working with the property people at both origin and destination facilities.

The following are the specifications, and our proposal for the relocation:

**King Office Services to perform:**

1. Assist with color coding and numbering plans.
2. Create color coded number signs for rooms.
3. Coordinate furniture layout drawings for rooms.
4. Establish and maintain an automated schedule.
5. Conduct preplanning meetings as necessary.
6. Establish and maintain preparation goals and activities.
7. Conduct Packing and preparation seminars.
8. Furnish all personnel, supplies, and equipment for the move.
9. Provide acceptable building protection.
10. Wrapping and padding of all business machines.
11. Transportation to the new facility.
12. Placement of furniture according to your placement charts.
13. Disassembly and setup of shelving.
14. Supply all necessary boxes and carts.
15. Full supervision of the move process.

**Jordan Elementary School will:**

1. Furnish blue print chart designating the location of all areas.
2. Provide individual office placement charts, to be hung by each office, for furniture placement.
3. Tagging with **King Office Services** color-coded labels of all items to be moved.
4. Pre-packing of all loose contents and supply cabinets.
5. Servicing of all specialized equipment.
6. Disconnecting and reconnecting of the equipment.
7. Provide free and clear accesses at origin and destination buildings.

**Special Notes:**

- A. King Office Services will obtain the Certificate of Insurance.
- B. I will conduct a move orientation meeting at your convenience. Our philosophy is the more prepared your personnel are before the move, the smoother the move will go.
- C. The foreman and I will work closely with you and the move management team.

**RELOCATION AGENDA / MOVE PLAN**

**WORK TO BE PERFORMED:**

A schedule of training and organizational meetings will be established upon award of the job. Each move has specific requirements that dictate different levels and quantities of meetings. We will provide as much training that is needed to prepare your staff for the move.

**BEFORE MOVE DAY**

We will deliver all moving supplies, with a set of labels used in identifying employees work areas. Instructions on how to use our labeling system will be provided at this time.

A pre-move meeting with myself and all personnel involved in the move should be held on this day. About 30 minutes to one hour is needed for this meeting.

**MOVE DAY -**

Our crew compliment of 3 trucks, 2 foremen, and 14 men will arrive at the origin building to commence the move at 8:00 a.m. The crew will begin moving the offices. The relocation will be complete by 6:00 p.m.

**Payment Terms**

**With credit approval, terms are net 15 days. Without credit approval, payment is due upon conclusion of the move. A company check is acceptable. A deposit of up to 50% is required upon award of contract.**

## INVESTMENT INFORMATION

<b>1</b>	<b>Jordan – Move to Temporary Quarters</b>	<b>\$6,760.00</b>
	3 Bobtail(s) and Driver(s) @ \$56.00/Hour/Truck for 10 Hour(s)	\$1,680.00
	14 Additional Men @ \$31.00/Hr./Man for 10 Hour(s)	\$4,340.00
	2 Foremen @ \$37.00/Hr./Man for 10 Hour(s)	\$740.00
<b>1</b>	<b>Jordan – Move Back to Original Site</b>	<b>\$6,760.00</b>
	3 Bobtail(s) and Driver(s) @ \$56.00/Hour/Truck for 10 Hour(s)	\$1,680.00
	14 Additional Men @ \$31.00/Hr./Man for 10 Hour(s)	\$4,340.00
	2 Foremen @ \$37.00/Hr./Man for 10 Hour(s)	\$740.00
	<i>The cost to move 1 box is approximately \$3.00/box the cost to move 1 file cabinet is approximately \$20.00. These are benchmark prices only.</i>	
	<b>Total Cost – To Temp site and Back</b>	<b>\$13,520.00</b>

### Options:

<b>1</b>	<b>Move Project Management</b>	<b>FREE</b>
	1 Mover Project Manager @ \$65.00/Hr./Man for 14 Hour(s)	\$910.00
	<i>No Charge - Repeat Client Consideration</i>	
<b>2</b>	<b>Containers &amp; Supplies (Purchase)</b>	<b>\$3,075.00</b>
	1,500 Box - Standard Autofold(s) @ \$1.85/Each	\$2,775.00
	Box Delivery/Pickup	\$300.00
	<i>These boxes could be used for both the move out and the move back. "Renting" boxes would be more costly because of renting them twice.</i>	
<b>3</b>	<b>Crates</b>	<b>\$0.00</b>
	<i>We will offer the use of 750 crates, plus delivery and pick up for each phase at the same cost of buying the boxes. Lost equipment would need to be replaced at the current cost of the lost item. This option would need to be pre-paid in Phase one. King Office would manage all crate deliveries, Pick-ups and storage in between phases for the duration of the 6 phases. Labor charges are calculated from the time of arrival to the time of departure plus 1 total hour of travel time. Service requiring 3 hours or less is charged at a 4 hour minimum.</i>	

### Rental Equipment Return Policy: (If Applicable)

When equipment is delivered you are required to sign for it's receipt and, when picked-up, again required to sign for the removal. You are responsible for any quantities of rental equipment **NOT** returned.

All rental equipment is provided at the quantities and period of time as noted in the terms and conditions of your proposal. Additional equipment and rental time can be purchased and will be charged at current market rates for the new time and quantities rented.

At your scheduled pick-up you are agreeing to have all equipment emptied and readied for removal. Equipment not returned at this time will be charged at the following rates: Crates-\$40.00, Crate Dolly-\$60.00, 4-wheeled Dolly- \$60.00, Wood Cart - \$250.00, Metal Cart, \$300.00. Any rental item not listed will be charged at an appropriate replacement cost obtained from our office. If additional pick-ups are necessary to retrieve remaining rental equipment, additional pick-up charges will be assessed.

Exceptions to the above price are as follows:

- All container charges are for the actual materials used.
- Original move quantity or specifications change.
- Problems or obstacles that will limit our ability to perform.
- Organizational or communication problems that may interrupt our move in progress.
- Inability to use origin and/or destination accesses. (alley way, elevator, etc.)

Thank you for entrusting this very important move with us. I guarantee you of my personal attention to all aspects of your relocation.

Sincerely,  
**King Office Services**

J.J. Kruenkamp  
Vice President

*Note: References available upon request*

## Scope of Work

Prepared For: **Olita Elementary School**

Prepared By: **J.J. Krukenkamp**

### Worksheet: **WS1-Office**

Item	Count
Box - Standard Autofold	1,500
File - Vertical	100

<b># Items:</b>	<b>1,600</b>
Total Volume:	8,500 Cubes
Truckloads:	Office - 14 Bobtail Load(s)
Move Duration:	Office - 10 hours
Total Man hours:	Office - 190 hours
Containers:	Box - Standard Autofold (1,500)



**SILVER  
CREEK**

**Building for the Next Generation**

August 10, 2020  
Rev December 10, 2020  
Rev March 2<sup>nd</sup>, 2021

Lowell Joint Unified School District  
10654 Jordan Road  
Whittier, CA 90603

Attn: David Bennett

**RE: Proposal for 108' x 60' Portable Classroom Pod with Restroom, Administration and Kindergarten Building at Jordan Elementary School – Lowell Joint School District**

Mr. Bennett,

Thank you for the opportunity to provide a budgetary quote for a various portable building at Jordan Elementary School – Lowell Joint School District. Silver Creek Industries (SCI) has been awarded a piggyback contract with Centralia Elementary School District. This allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on a non-pc floor plan provided by the architect. District specifications were not provided at the time of this proposal. All terms and conditions shall be per the Centralia Elementary School District contract. Appendices A & B attached here to.

108' x 60' Portable Classroom w/ Restroom Pod Building.....	\$1,671,153.24
60' x 40' Portable Administration Building w/ 3 Restrooms.....	\$1,037,016.28
72' x 40' Portable Kindergarten Classroom Building .....	\$ 972,337.42

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2016 CBC, Installation and Completion will be negotiated upon notice of award. All concepts and/or files are to be considered instruments of services and intellectual property of Silver Creek Industries;

Sample schedule will vary, depending on project. This is for a “range” reference only. However, it’s imperative these durations are factored into your production schedule. Please note – any delay can affect your production date.

Sample Schedule:

- DSA approval package to submit to AOR (**Electronic Copies Only – No Hard Copies will be provided**)  
.....4-6 weeks from NTP/contract
- DSA Approval.....Not in SCI's control
- Submittals .....2-3 weeks
- Fabrications .....4-5 wks. (3-6 wks. procurement ahead of fabrication needed)  
**(Fabrication pending SCI production line availability)**
- Delivery.....3-7 Days (**Upon availability**)
- Erection.....1 day of craning (if included) w/o any obstruction (**Upon availability**)
- Completion .....10-12 weeks

**2830 Barrett Avenue | Perris, CA 92571 | 951-943-5393 | Fax 951-943-2211**

**www.silver-creek.net**

**LIC. #855259 DIR# 100002864**





Building for the Next Generation

Payment schedule:

Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

Disclaimer:

This proposal is valid for 30 days. Due to the potential for tariff price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.

Public Health Emergency Disclaimer:

The contract price for this proposal has been calculated based on the current prices for the component building materials. However, the market for building materials may become volatile, and sudden price increases could occur as a result of the coronavirus outbreak. Silver Creek agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the prices of building materials or component equipment after the date this proposal is issued, client agrees to the increased cost. Silver Creek may also experience delays in completing the project as a result of the coronavirus outbreak. The contract sum, time of completion or contract requirements affected by the coronavirus outbreak shall be equitably adjusted.

**Important Note:** *The actual dates may vary based upon the District's Architect receipt of DSA approval for the Building and the project site. Any non-standard changes by DSA may create additional charges. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

*Sales tax is calculated from the time of our proposal if a supplemental increase by the state, county, or city the deduct of increase will be addressed as a change order.*

Proposal Pricing Includes: (1) 108' x 60' Portable Classroom Pod w/ Restroom Building

Base Building Price  
Delivery w/o any Obstructions  
Installation w/o any Obstructions  
Crane w/o any Obstructions  
Below Grade Concrete Foundation w/ Weld Plates and Vapor Barrier  
Light Weight Concrete Floors  
Standard VCT @ Classroom  
Ceramic Tile Floors (At Restroom)  
Exposed Seal Concrete Floors @ Storage and Electrical  
Lockable Elementary Height Laminate Casework for Classroom Sink  
.60 Mil TPO Roofing System  
Color Coated Stucco Exterior (NIC PAINT)  
Insulation per PC  
SCI Standard Gutter and Downspouts  
1:12 Pitch Dual Roof System  
5'-0" Front & Rear Overhangs  
5'-0" Side @ Restroom and 3'-0" Opposite Side Overhang  
Koroseal 1 Vinyl Tack Board Interior Finish  
Ceramic Tile Walls (At Restrooms)  
TTP @ Storage and Electrical Room Interior Finish  
HM Doors and Frames  
SCI Standard Aluminum Windows  
Exterior 3070 HM Doors w/ Welded Frames (At Restroom Pod)

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Building for the Next Generation

180° Door Swing  
Interior 3070 Birch Doors w/ Welded Frames  
District Hardware  
8'-6" Ceiling Main Grid w/ 755B Tiles - Installed at Factory  
8'-0" Hard Lid Ceilings – (In Restrooms)  
SCI Standard LED Exterior Lights  
SCI Standard LED Interior Lights  
SCI Standard Lighting Control System  
Data Stubbed Above Ceiling  
Electrical Per Email March 5<sup>th</sup>, 2021  
GFI's at Wet Areas  
(1) Clock – per Classroom  
(1) 3 Ton Three Phase Gas/Electric Roof Mounted HVAC's  
(7) 4 Ton Three Phase Gas/Electric Roof Mounted HVAC's  
Pelican Thermostats  
Roof Hatch – (At Electrical Room)  
Exhaust Fans  
Adult/Elementary Height Floor Mounted Flush Value Toilet Fixtures  
Grab Bars and Mirrors  
Drinking Fountain with Bottle Filler and Grab Bars  
Classroom Sink w/ Bubbler  
Plumbing Manifolds  
Porcelain Marker Boards  
Semi Recessed Fire Extinguishers  
Engineering and Design  
Engineering for concrete foundation (per Silver Creek PC drawings).  
(Note: foundation engineering does not include shop drawing and/or submittal review/approval for contractors providing the foundation. Site GC is responsible for reviewing its subcontractor's submittals to ensure compliance with the foundation design.)  
Contract and Project Supervision

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**Proposal Pricing Includes: (1) 60' x 40' Portable Administration Building w/ 3 Restrooms**

Base Building Price  
Delivery w/o any Obstructions  
Installation w/o any Obstructions  
Crane w/o any Obstructions  
Below Grade Concrete Foundation w/ Weld Plates  
Light Weight Concrete Floors  
Ceramic Tile Floors (In Restrooms)  
Tarkett Maelstrom New Age carpet at Staff Lounge, Clerical, Principal Office, Entry Reception and Conference Room  
Standard VCT @ Nurse's, Staff Workroom and Storage  
Exposed LW Sealed Concrete Floors @  
Lockable Casework – per Drawings  
2:12 Pitch Roof Dual System  
.60 Mil TPO Roofing System  
Color Coated Stucco Exterior (NIC PAINT)  
Insulation per PC

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LIC. #855259 DIR# 100002864



Building for the Next Generation

5'-0" Front and Rear Overhangs w/ 1' Side Overhangs  
Standard Gutters/Downspouts  
Koroseal Vinyl Tack board Interior Finish  
Full Height Ceramic Tile Walls – (In Restrooms)  
Aluminum Storefront Door and Window System  
HM Door w/Welded Frame Exterior Door @ Electrical Room  
180° Door Swing  
District Hardware  
Alum Interior Fixed Clear Windows  
Interior 3070 Birch Doors w/ Sidelight Welded Frames  
9'-0" Ceiling Main Grid w/ 755B Tiles - Installed at Factory  
8'-0" Hard Lid Ceilings (In Restrooms) –  
SCI Standard LED Exterior Lights  
SCI Standard LED Interior Lights  
SCI Standard Lighting Control System  
Data Stubbed Above Ceiling  
GFI's at Wet Areas  
Electrical per Email dated March 5<sup>th</sup>, 2021  
(2) 5 Ton Three Phase Gas/Electric Roof Mounted HVAC  
(1) 2 Ton Single Phase Ductless HVAC Split System  
Pelican Thermostats  
Roof Hatch – (At Storage Area)  
Exhaust Fans  
Adult Height Floor Mounted Flush Valve Toilet Fixtures  
EEMAX Insta hot Water  
Grab bars and Mirrors  
Classroom Sink w/ Bubbler  
Plumbing Manifold  
Semi Recessed Fire Extinguishers  
Engineering and Design  
Engineering for concrete foundation (per Silver Creek PC drawings).  
(Note: foundation engineering does not include shop drawing and/or submittal review/approval for contractors providing the foundation. Site GC is responsible for reviewing its subcontractor's submittals to ensure compliance with the foundation design.)  
Contract and Project Supervision

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**Proposal Pricing Includes: (1) 72' x 40' Portable Kindergarten Classroom Building**

Base Building Price  
Delivery w/o any Obstructions  
Installation w/o any Obstructions  
Crane w/o any Obstructions  
Below Grade Concrete Foundation w/ Welded Plates  
Light Weight Concrete Floors  
Tarkett Maelstrom New Age carpet @ Classrooms per Drawings  
Standard VCT Classrooms and Workroom per Drawings  
Ceramic Tile Floors (In Restrooms)  
Exposed Sealed LW Concrete Floors @ Storage and Electrical Room

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Building for the Next Generation

Lockable Laminate Casework (Pre-School Height and ADA @ Breakroom)– Per Floor Plan

.60 Mil TPO Roofing System

Stucco Exterior – NIC Exterior Painting

Insulation per PC

2:12 Pitch Dual Roofing System

Down Spouts and Gutters

5'-0" Front and Rear / 1' Side Overhangs

Koroseal Vinyl Tack board Interior Finish

Full Height Ceramic Tile Walls (In Restrooms)

Storefront Exterior Doors Windows

HM Exterior Doors/Welded Frames @ Electrical and Outside Storage

HM / Welded Frame /3070 Birch Doors

District Hardware

8'-6" Ceiling Main Grid w/ 755B Tiles - Installed at Factory

8'-0" Hard Lid Ceilings - @ Restrooms

SCI Standard LED Exterior Lights

SCI Standard LED Interior Lights

SCI Standard Lighting Control System

Data Stubbed Above Ceiling

Electrical per Email Dated March 5<sup>th</sup>, 2021

(1) Clock – per Classroom

(2) 5 Ton Three Phase Gas/Electric Roof Mounted HVAC

Pelican Thermostat

Roof Hatch for HVAC Access

Exhaust Fans

Classroom Sink w/ Bubbler

Bi-Level Drinking Fountain / Grab Bars / Non Electric

(1) 6-Gallon Water Heater to Service Breakroom

Kinder Height Floor Mounted Flush Valve Toilet Fixtures

Grab bars and Mirrors

Porcelain Marker Boards

(1) Surface Mounted Fire Extinguisher

(3) Semi Recessed Fire Extinguishers

Engineering and Design

Engineering for concrete foundation (per Silver Creek PC drawings).

(Note: foundation engineering does not include shop drawing and/or submittal review/approval for contractors providing the foundation. Site GC is responsible for reviewing its subcontractor's submittals to ensure compliance with the foundation design.)

Contract and Project Supervision

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**Exclusions:**

- The omission of any item(s) not specifically listed in the above scope of work shall not be construed on the pricing or scope
- All site work. Including but not limited to:
  - Site preparation and access
  - Spoils, asphalt or sod removal from site

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Building for the Next Generation

- Engineered pad
- Connection of all utilities
- Walkways, landscaping, and irrigation
- Concrete curb and flatwork
- Soil testing and reports.
- Survey and Staking
- Grading, excavating
- Backfill and compaction around buildings
- Special unloading or craning
- Fees for blocking streets
- Special transportation routing
- Local permits, pilot cars, police escorts, if required
- Shop drawing, submittal, or plan review for contractors or consultants that are not SCI's own subcontractors. This includes but is not limited to foundation and/or rebar shop drawings, civil and utility plans
- Special provisions required for foundation specifications when owner elects to install foundation
- Installation of a wood foundation on a concrete slab
- Custom extended stem walls and footing, concrete ramps, landings, handrails, or walkways required due to poor or unlevelled site conditions or soils reports requirements
- Under building drainage / drywells
- Site construction fences and gates
- Secure staging area
- Staging site damages due to unknown conditions
- In plant / on site DSA approved inspectors
- Any fire rating requirements due to building sighting
- Fire rated assemblies, unless noted.
- Fire sprinklers
- Water flow tests and rates (required for sprinkler design)
- Water system Chlorination testing/ certification
- Roof water testing/ Door flood test/ Flood test
- Condensation for roof mount units
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets
- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems
- Special back boxes for phone system, FA, security and intercom system
- Conduit, raceways, boxes, cable trays above ceiling
- Electrical grounding system or components
- Wire mold
- EMS system
- Exterior lighting other than standard door way lights
- Lighting control panel
- Motion sensors (exception: sensors for interior lighting controls)
- Utility meters, pressure regulators and shut-off valves
- Electrical transformers and main switch gear
- Architect fees
- All appliances

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LIC. #855259 DIR# 100002864



Building for the Next Generation

- Signage
- Window shades- manual or operable
- Toilet accessories
- Seamless gutters
- HVAC finished exposed ducting
- HVAC hard ducting at mod-line crossovers
- Internet Wire Connection for Gateway/Router (Pelican Thermostat)
- No furniture or equipment included
- Full time superintendent
- TTP Level #3 @ Reception Area and Hallway
- Dropped Soffit @ Clerical
- Professional cleaning – including waxing floors, stripping and sealing
- Field Installed Ceiling Tiles w/ the exception of mod lines
- WUI Code
- Skilled and Trained Workforce Requirements
- Prevailing Wage in SCI Factory
- PSA/PLA Labor Union Agreements – all site labor will be non-union
- PSA/PLA Labor Union Agreements does not apply to SCI Factory or any other off-site manufacturing
- Working weekends and/or holidays is not included

NOTE: Any items(s) not listed in the assumed scope and exclusions shall not be construed to be included in this pricing

Thank you again for the opportunity to provide this proposal. Should you have any questions, concerns or require additional information, please do not hesitate to contact me on my cell at (909) 721-6716, the office at (951) 943-5393 or via email at [adela@silver-creek.net](mailto:adela@silver-creek.net). If this meets your acceptance, please sign this proposal and return to me via email so that engineering can start on the drawings and we can confirm schedule

Sincerely,

Adela Ells  
Business Development Manager

**Acceptance of Proposal**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



Building for the Next Generation

**APPENDICES: A**

**Structural / Foundation System Disclaimer:**

This proposal has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width =	12"	(minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards =	None	
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Wind Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

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**APPENDICES: B**

**Fire / Life Safety and Energy Compliance Features Disclaimer:**

This proposal has been prepared based upon the information provided to SCI by the client. This proposal reflects the relevant requirements of the California Code of Regulations (Title 24), any local amendments or modifications are excluded unless specifically noted other in this proposal. In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials =		Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	Nonseparated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame =		None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above, the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.



ROW #	Generator	RFI#	Date Submitted	Date Received	DESCRIPTION	Contingency Amount	Construction	Errors and Omissions	District (Outside GAP)	Unforeseen (Outside GAP)	TIME	BILLING	COMMENTS
1		RFI 005	8/22/20	7/8/20	Removal of Second Recessed System	\$ 151,053.00	\$ 1,377,653.00	\$ 205,743.00	\$ 90,527.00	\$ 100,000.00	0	Aug 2020	100% Bill Aug (8/8/20)
2		CCD 001B	7/11/20	1/6/20	Change Rooftop Unit Orientation	\$ 69,643.00		\$ 69,643.00				Oct 2020	
3		CCD 002B	8/12/20	8/23/20	Structural Changes to Bridge Lira	\$ 13,397.00		\$ 13,397.00				Oct 2020	
4		RFI 054	8/25/20	8/23/20	Added Escapement Joints at Walkway Corridor	\$ 6,214.00		\$ 6,214.00				Oct 2020	
5		RFI 052	8/27/20	11/4/20	Added Insulation at Physical Curb Walling	\$ 7,068.00		\$ 7,068.00				Mar 2021	
6		RFI 053	8/27/20	8/23/20	444 Insulated Insulation at Bligs. B. 1st floor	\$ 5,601.00		\$ 5,601.00				Oct 2020	
7	CCD 010A	RFI 068	9/18/20	8/23/20	Changes to BLDG A Structure and Duct Routing	\$ 27,284.00		\$ 27,284.00				Oct 2020	
8	CCD 010A	RFI 065	8/21/20	8/23/20	Adding Open Versa Basement Classrooms and Mechanical Rooms	\$ 4,348.00		\$ 4,348.00				Mar 2021	
9	CCD 010A	RFI 046	8/21/20	8/23/20	Added Adapter Curbs for Rooftop Exhaust Fans	\$ 0		\$ 0					Withdrawn
10	CCD 010A	RFI 038	8/18/20	8/23/20	Added Huber at Unconcealed Footings	\$ 0		\$ 0					Withdrawn
11	CCD 004B	RFI 011	9/23/20	9/30/20	RS Abatement in Building A's Storage Room per CCD 004B	\$ 9,298.00		\$ 9,298.00				Oct 2020	
12	CCD 005B	RFI 011	10/7/20	10/14/20	Mechanical Room Curb Removal and Fall	\$ 18,763.00		\$ 18,763.00				Nov 2020	
13	CCD 012A	RFI 040	10/21/20	11/4/20	Comprehensive Drains at Classrooms	\$ 6,000.00		\$ 6,000.00				Nov 2020	
14	CCD 012A	RFI 056	10/27/20	10/27/20	Downspout and gutter also at Admin building	\$ 55,011.00		\$ 55,011.00					Withdrawn
15	CCD 010A	FTN #1	11/11/20	11/24/20	Additional Abatement for Bligs. A Permeated TBM	\$ 4,624.00		\$ 4,624.00				Dec 2020	Contingency Abatement
16	CCD 012A	RFI #1	11/4/20	11/12/20	Rooftop Gas Line Shutoff	\$ 89,119.00		\$ 89,119.00				Dec 2020	Contingency Abatement
17	CCD 012A	Request	12/14/20	12/30/20	Fuel Valve and Existing Gas Piping per CCD 012A	\$ 16,336.00		\$ 16,336.00				Mar 2021	
18	CCD 010B	RFI #1	12/14/20	12/28/20	Gas Swishes for Recessed Floor	\$ 16,549.00		\$ 16,549.00				Mar 2021	
19	CCD 010B	RFI #1	12/28/20	1/4/20	Decrease of Beam Cantilever per CCD 010B	\$ 73,280.00		\$ 73,280.00				Mar 2021	
20	CCD 014A	RFI #1	12/28/20	1/11/21	Seismic Restraints for Existing LHM Features	\$ 6,601.00		\$ 6,601.00				Mar 2021	
21	CCD 010A	RFI #1	2/28/21	3/12/21	Existing Gas Line Repairs	\$ 2,183.00		\$ 2,183.00				Mar 2021	
22	CCD 010A	RFI 049	2/28/21	3/12/21	B Vent Relocation per RFI 049	\$ 2,183.00		\$ 2,183.00				Mar 2021	
						\$ 381,835.00	\$ 199,238.00	\$ 182,567.00	\$ 60,527.00	\$ 100,000.00			
						\$ 29,481.89	\$ 6,686.09	\$ 23,148.80	\$ 0	\$ 0			
						CONTINGENCY SPENT \$	CONTINGENCY REMAINING \$						
						\$ 381,835.00	\$ 199,238.00	\$ 182,567.00	\$ 60,527.00	\$ 100,000.00			
						\$ 29,481.89	\$ 6,686.09	\$ 23,148.80	\$ 0	\$ 0			



ERICKSON-HALL  
CONSTRUCTION CO.

# Change Order Request

*Russell Joint*  
MAR 30 2021  
*L.H.*

Project Name: Olita Elementary School - HVAC and REROOF  
Project No.: 3945

School: Olita Elementary School  
DSA Application No.: 03-117841

Architect: PBK  
Project Manager: Lowell Joint School District  
Contractor: Erickson-Hall Construction Co.

COR No.: 1  
Date: 3/29/2021  
Reference RFI: N/A  
Reference RFP / Bulletin No.: N/A

DESCRIPTION: Credit Unused Contingency

**Subcontractor Costs** *(used when work is subcontracted)*

Subcontractor	Description	Material	Labor	Equipment	Totals
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
<b>Subtotals</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
					Subcontractor OH and Profit (10%) \$0.00
					Tired Subcontractor Cost N/A
					Subcontractor Profit of Tired Subcontractor (5%) N/A
					Subcontractor Bond (1%) \$0.00
					Subcontractor Subtotal \$0.00
					Contractor OH and Profit (5%) \$0.00
					Contractor/Subcontractor Subtotal \$0.00
					Contractor Bond (1%) \$0.00
					<b>Subcontractor Total + Contractor Mark-ups \$0.00</b>

**Contractor Costs** *(used when work is self-performed)*

Contractor	Description	Material	Labor	Equipment	Totals
EHCC	Unused Contingency Balance				\$ (48,140.00)
					\$ -
					\$ -
<b>Subtotals</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(48,140.00)</b>
					Contractor OH and Profit (10%) N/A
					Contractor totals N/A
					Contractor Bond (1%) N/A
					<b>Contractor Subtotal \$ (48,140)</b>

TOTAL COSTS FOR COR No. 1 \$ (48,140)

**Contractor Time**

TOTAL TIME FOR COR No. 1 0 days

Contractor: Erickson-Hall Construction Co.  
Submitted by: *[Signature]*

Date: 3/29/2021

District Approval: *[Signature]*  
Signature: *[Signature]*

Date: 4/19/21

# CONSTRUCTION CONTINGENCIES

DESCRIPTION		Subcontractor	Amount	Contingency Amount	Contingency Spent	Contingency Remaining
<b>Contractor Contingency</b>				205,743	\$ 199,238	\$ 6,505
1	Removal of Second Roofing System	Demolition Specialists	\$ 134,625.00			
5	Add blown in insulation at plywood curb skirting per RFI 052	Alcal	\$ 7,668.00			
6	Add tapered insulation at Bldg. B flat roof	Lelner	\$ 6,801.00			
7	Changes to BLDG A Structure and Duct Routing	Elite, Core, Lelner	\$ 27,285.00			
9	Added Adapter Curbs for Rooftop Exhaust Fans per CCD 009A	Elite	\$ -			
10	Added Rebar for Downspout Footings per RFI 038	Ben's	\$ -			
11	P5 Abatement in Building A's Storage Room per CCD 004B	DSI	\$ 9,286.00			
13	Condensate Drains at Classrooms per RFI 040	Pro-Craft	\$ 8,003.00			
18	Site Swales for Rainwater Flow	Saldana	\$ 15,335.00			
19	Descops of Spare Conduits per CCD 003B	Champion Electric	\$ (16,566.00)			
21	Existing Gas Line Repair	Pro-Craft	\$ 6,801.00			
<b>Error and Omissions Contingency</b>				205,743	\$ 182,587	\$ 23,146
2	Change Rooftop Unit Orientation	Procraft and Elite	\$ 59,843.00			
3	Electrical Changes to Single Line	Champion	\$ 13,392.00			
4	Added Expansion Joints at Walkway Canopies	Lelner	\$ 6,214.00			
8	Infilling Open Vents Between Classrooms and Mechanical Rooms	Elite	\$ 4,348.00			
12	Mechanical Room Curb Infill per CCD 005B	DSI, Ben's	\$ 18,753.00			
14	Added Downspout and Gutter Size Reduction at Admin per RFI 055	Lelner	\$ -			
17	Paint New and Existing Gas Piping per CCD 012A	Specialized Paint	\$ 4,624.00			
20	Seismic Bracing for Existing Light Fixtures per CCD 014A & 015A	Champion Electric	\$ 73,260.00			
22	B Vent Relocation per RFI 049	Pro-Craft	\$ 2,163.00			
<b>Roof Sheathing Allowance</b>				101,968	\$ 101,684	\$ 284
16	CORE SCO 5 - T&G at Canopy walkways	Core	\$ 2,565.00			
	Rooftop Gas Line Seismic per CCD 012A	Lelner, Core, Pro-Craft	\$ 99,119.00			
<b>Conduit Lifting Allowance</b>				50,000	\$ 35,011	\$ 14,989
15	Additional Abatement for Bldg. A Performed T&M	DSI	\$ 35,011.00			
<b>Fascia Repair Allowance</b>				3,216	\$ -	\$ 3,216
<b>Total</b>				566,670	\$ 518,530	\$ 48,140



Erickson-Hall Construction  
An Employee Owned Company

pa6607

October 13, 2020  
Ser. 3945-03

Core Contracting Inc  
1068 La Mirada Court,  
Vista, California 92081

Re: EHCC Project #3945  
Olita ES HVAC & Re-Roof  
950 Briarcliff Drive  
La Habra, CA 90631

**CHANGE ORDER #05**  
**ADDITIVE**

As a change to your Contract, you are hereby directed to provide all labor, material and equipment necessary to accomplish the following:

Furnish and install new T&G and support beam for the canopy walkways due to rotted wood at multiple locations.

Performance of the above-defined work will increase the contract price in the amount of \$2,565.00 and will not affect the contract completion date.

All other terms remain unchanged. The foregoing increase in price and time is in full settlement of all entitlements directly or indirectly arising out of this change.

This letter will constitute the formal change order. Please sign and return one (1) original copy of this letter acknowledging your account with the terms of this change. Retain the second original for your files.

Sincerely,

Mat Gates  
Vice President

ACCEPTED BY:

10-15-2020

DATE

RECEIVED

OCT 19 2020

Erickson-Hall Construction Co.

MG/sml  
Enclosure  
cc: Jobsite  
Accounting

Roofing Allowance

# CORE CONTRACTING, INC

1068 LA MIRADA COURT | VISTA, CA 92081  
760-683-8308

## CHANGE ORDER REQUEST

No: COR 5  
Date: 10/9/20

To: Mike Arnold  
Company: Erickson Hall Construction  
Address: 500 Corporate Drive  
City: Escondido, CA 92029  
Phone: 760-796-7700  
Fax: 760-796-7750

Job Name: Oita ES HVAC & Reroof  
Address: 950 Briarcliff Dr.  
City: La Habra, CA 90631

Scope: Additional labor and material to replace rotted 2x6 T&G at canopy walkways and replace a 6x10 support beam.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	2 x 6 - 14' T&G	30	EA	\$ 19.38	\$ 581.49
2	6 x 10 - 10' DF	1	EA	\$ 127.40	\$ 127.40
3	Carpenter Labor	20	HR	\$ 80.00	\$ 1,600.00
SUBTOTAL				\$	2,308.89
OHP&I 10%:				\$	230.89
BOND 1%:				\$	25.40
TOTAL:				\$	2,565.18

GRAND TOTAL: \$ 2,565.18

# CORE CONTRACTING, INC

## FIELD WORK AUTHORIZATION

Project Name	Ollita ES HVAC
Client	Erickson-Hall
Date	08/10/20

Our company was requested to complete work that was in addition to our contractual obligations, based on this work will be billed out on a Time and Materials basis, including all associated costs, as determined by an Authorization report identifies the equipment, materials and labor necessary to complete said work.

### DESCRIPTION OF THE ADDITIONAL WORK THAT WAS COMPLETED

Replacement of rotted 2x6 T&G at canopy walkways. Replace 6x10 supporting beam.

### LABOR

EMPLOYEE NAME	RANK	TIME IN	TIME OUT
Omar Herrera	Journeyman	8:00 AM	2:00 PM
Jose Zuniga	Journeyman	8:00 AM	2:00 PM

### MATERIAL

### EQUIPMENT

QUANTITY	MATERIAL DESCRIPTION
1	6x10-10 DF WL
30	2x6-24 T&G

Superintendent Signature Only  
 Material used for repair of structure  
 Checked by: [Signature]

QUANTITY	EQUIPMENT DESCRIPTION
	TRUCK
	SKID STEER

# CORE CONTRACTING, INC

## FIELD WORK AUTHORIZATION

Project Name	OLHA ES HVAC- REPAIR
Client	ERICKSON HALL
Date	9-17-20

Our company was requested to complete work that was in addition to our contractual obligations, based upon an agreement that this work will be billed out on a Time and Materials basis, including all associated costs, as determined by our office. This Field Authorization report identifies the equipment, materials and labor necessary to complete said work.

### DESCRIPTION OF THE ADDITIONAL WORK THAT WAS COMPLETED:

REMOVE & REPLACE TIG @ COVERED WALKWAYS.

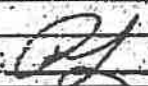
### LABOR

EMPLOYEE NAME	RANK	TIME IN	TIME OUT	TOTAL HRS
OMAR HERRERA	JOURNEYPERMANENT	12:30 PM	2:30 PM	2
JOSE ZUNIGA	JOURNEYPERMANENT	12:30 PM	2:30 PM	2

### MATERIAL

QUANTITY	MATERIAL DESCRIPTION

Superintendent signature only verifies materials and hours worked. Verification does not constitute approval of extra work. Project Manager approval and change order required for payment of extra work.

Verified By:  Date: 9/17/20

### EQUIPMENT

QUANTITY	EQUIPMENT DESCRIPTION
	TRUCK
	6K REACH FORK LIFT
	10K REACH FORK LIFT
	14' INDOOR SCISSOR LIFT
	21' OFFROAD SCISSOR LIFT
	BASKET
	TRUSS BOOM
	GENERATOR
	OTHER
	TRUCK AND FUEL

Client Signature Verifying Work Completed: \_\_\_\_\_ Date: \_\_\_\_\_

**LOWELL JOINT SCHOOL DISTRICT**

**RESOLUTION NO. 825**

**A RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE LOWELL JOINT SCHOOL DISTRICT  
OF LOS ANGELES AND ORANGE COUNTIES, CALIFORNIA,  
APPROVING THE AWARD OF PRE-CONSTRUCTION AND LEASE-LEASEBACK  
SERVICES FOR THE JORDAN ELEMENTARY SCHOOL PROJECT TO  
ERICKSON-HALL CONSTRUCTION**

**WHEREAS**, the Lowell Joint School District (“District”) plans to perform HVAC, roof replacement, fire alarm, modular buildings, sewer, ADA, and related work at Jordan Elementary School (“Project”) utilizing the lease-leaseback construction delivery method, whereby the District will lease the site that it owns to a contractor who will construct improvements thereon and lease the Project and the underlying site back to the District;

**WHEREAS**, Education Code Section 17406 authorizes the governing board of a school district to let to any person, firm or corporation any real property belonging to the District if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the school district during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of that term;

**WHEREAS**, the selection of any lease-leaseback proposer pursuant to Education Code section 17406 shall be based on a competitive solicitation process and a contract shall be awarded to the proposer providing the “best value” to the school district, taking into consideration the proposer’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

**WHEREAS**, pursuant to Education Code section 17400(b)(1), “best value” means a competitive procurement process whereby the selected proposer is selected on the basis of objective criteria for evaluating the qualifications of proposers with the resulting selection representing the best combination of price and qualifications;

**WHEREAS**, on September 9, 2019, the District’s Board of Education adopted the Resolution approving the Pre-construction Services Agreement and the Request for Proposals (“RFP”) for the Projects setting forth the criteria and scoring of the proposals, including relevant experience, safety record, price proposal, and other criteria specified by the District;

**WHEREAS**, the RFP previously approved by the Board included the form Lease-Leaseback Agreement;

**WHEREAS**, a Proposal Evaluation Committee evaluated the qualifications of the proposals based upon the criteria and evaluation methodology set forth in the RFP, assigned scores to each proposal, and once the evaluation process was complete, the District determined the proposer with the best value score;



**WHEREAS**, based on the Proposal Evaluation Committee's assessment of proposals, Erickson-Hall construction ("Contractor") achieved the highest best value score;

**WHEREAS**, the District desires the Contractor to perform Pre-construction Services at Jordan Elementary School; and

**WHEREAS**, in order to construct the Project using the lease-leaseback construction delivery method, it is necessary that the District enter into a site lease, in which the site will be leased to the Contractor; which provides for the sublease of the site and the lease of the Project by the Contractor back to the District; and a construction services agreement that contains construction provisions with which Contractor shall comply with respect to the construction of the Project (collectively, "Lease-Leaseback Agreement").

**NOW, THEREFORE, THE BOARD OF EDUCATION OF THE LOWELL JOINT SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**Section 1.** Recitals. All of the recitals herein contained are true and correct.

**Section 2.** Determination of Best Value Contractor. The Lowell Joint School District implemented a RFP process and in accordance with Education Code section 17406, determined that Contractor was responsive and received the best value score based on the evaluation of objective criteria contained in the RFP.

**Section 3.** Award of Pre-construction Services Agreement. The District's Board of Education hereby awards Pre-construction Services Agreements included in the RFP to Contractor for Jordan Elementary School, for an amount not to exceed \$30,000.

**Section 4.** Award of Lease-Leaseback Agreement. The District's Board of Education hereby awards lease-leaseback contract to Contractor for the Project. The Lease-Leaseback Agreement which includes the Sublease, Site Lease and Construction Services Agreement were included in the RFP.

**Section 5.** Guaranteed Maximum Price. After pre-construction services are completed, and subcontractors are selected by Contractor for the Projects, the guaranteed maximum price shall be negotiated and finalized for the Projects. The District's Board of Education must approve the final guaranteed maximum price prior to the start of any construction work on any Project. Pre-construction services shall be provided pursuant to a Pre-construction Services Agreement approved by the District's Board of Education.

**Section 6.** Other Acts; Delegation. The District's Board of Education hereby approves a delegation of authority and appoints its Superintendent, or his or her designee, who is hereby authorized and directed to negotiate and finalize the Pre-construction Services Agreements and Lease-Leaseback Agreements, and to carry out the intent of this Resolution. All actions taken pursuant to this delegation of authority shall be subject to ratification of the Board. Said delegation shall be valid until otherwise rescinded by the Board.

**Section 7.** Effective Date. This Resolution shall take effect upon adoption.

APPROVED, PASSED AND ADOPTED by the Board of Education of the Lowell Joint School District this 3rd day of May, 2021, by the following vote:

AYES: William Hinz, Melissa Salinas, Karen Shaw, Fred Schambeck,  
Anastasia Shackelford

NOES: None

ABSENT: None

ABSTAINED: None


I, William Hinz, President of the Lowell Joint School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of the resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.



\_\_\_\_\_  
President of the Board of Education  
Lowell Joint School District

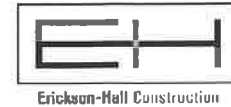
I, Karen Shaw, Clerk of the Board of Education of the Lowell Joint School District, do hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education of the Lowell Joint School District at a regular meeting thereof held on the 3rd day of May, 2021, by the following forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Lowell Joint School District this 3rd day of May, 2021.



\_\_\_\_\_  
Clerk of the Board of Education  
Lowell Joint School District

**Erickson Hall Construction Co.**  
**Guaranteed Maximum Price**  
**Revised April 23, 2021**



	<b>Jordan ES HVAC, Roof, Fire Alarm, &amp; New Modulars</b>	<b>Budget</b>
1	Survey	59,629
1A	<i>Delete Utility Conformance Survey</i>	(14,750)
2	Erosion Control	71,879
3	Final Clean	23,960
4	Earthwork & Demolition	543,174
5	Concrete & Masonry	798,030
6	Rough Carpentry	322,956
7	Structural Steel & Metal Fabrications	230,247
8	Insulation & Waterproofing	48,328
9	Roofing & Sheet Metal	959,258
10	Gypsum Board & Plaster	89,018
11	Acoustic Ceilings	39,601
12	Flooring	35,754
13	Painting	182,694
14	Signage	15,842
15	Window Coverings	87,250
15A	<i>Delete Window Coverings &amp; Associated Rough Carpentry Bldgs 1-6</i>	(54,284)
16	Plumbing & Site Utilities	404,191
17	HVAC	417,320
18	Electrical & Fire Alarm	1,328,332
19	Asphalt & Striping	41,104
20	Playground Equipment	47,122
21	Fencing	205,078
22	Landscaping	150,980
23	Site Specific Conditions	157,128
24	General Conditions	909,774
25	Preconstruction	30,000
	<b>SUBTOTAL</b>	<b>7,129,615</b>
	Fee at 5%	356,481
	<b>SUBTOTAL</b>	<b>7,486,096</b>
	Insurance at 1.05%	78,604
	Bond at 1.05%	78,604
	<b>SUBTOTAL</b>	<b>7,643,304</b>
	Project Contingency at 5%	382,165
	E&O Contingency at 5%	382,165
	DSA Contingency at 1%	76,433
	Gas Line Contingency	36,625
	<b>Jordan ES Guaranteed Maximum Price</b>	<b>8,520,692</b>

	<b>Alternate Deducts</b>	
1	CMU Ball Wall & Footing	(18,650)

**Lowell Joint School District**  
**Jordan ES HVAC, Roof, Fire Alarm, & New Modulares**  
**GMP Clarifications**  
**Dated 4/23/2021**

The attached GMP Summary dated 4/23/2021 reflects the Erickson-Hall Construction Co. (EHCC) GMP for the Construction of Jordan ES HVAC, Roof, Fire Alarm, & New Modulares as designed by Ghataode Bannon Architects LLP.

**This GMP is based on the following documents:**

Jordan Elementary School HVAC, Roofing, Fire Alarm, & (N) Modular Buildings 100% Construction Documents - Title Sheet Dated 2/9/2021

Jordan Elementary School - HVAC, Roofing, Fire Alarm & New Modular Buildings Addendum 1 - Dated 3/25/2021

Jordan Elementary School HVAC / Roof & Fire Alarm Upgrades Site Works & (3) New Modular Buildings - Project Manual - Dated 2/15/2021

Geotechnical Report Dated 12/18/2020 By RMA Group

Limited Asbestos, XRF-Lead And Hazmat Assessment Dated 3/19/2021 By A-Tech Consulting, Inc.

Sample Owner Controlled Insurance Program Project Manual By Gallagher

**This GMP is based on the following Clarifications:**

- 1 Plans are not DSA Approved. A DSA contingency of 1% has been provided for changes from the bid set of plans to the stamped set. Our understanding from GBA is that the changes will be minor and focus on Silver Creek's scope of work but EHCC has not reviewed these plans.
- 2 EHCC assumes that existing relocatable buildings are being hauled off and/or demolished by the district. EHCC has accounted for the demolishing of ramps/flatwork around the relocatables as indicated on the drawings.
- 3 Silver Creek Modular Buildings are to be contracted direct with the school district. Specifically, the buildings will be delivered and installed by Silver Creek with coordination by EHCC. EHCC's scope of work involving the modular buildings is limited to preparation of the building pads, connecting utilities, fire alarm & low voltage wiring, window shades, and painting the hollow metal doors & frames. EHCC is also furnishing and installing the two steel canopies and footings at the new modular buildings.

- 4 Installation of the new fire hydrant on C009 is to be installed by Suburban Water Systems. It is our understanding the Suburban Water Systems will handle all demo, patch back, plumbing, traffic control, & permits for their own work.
- 5 We have assumed that the existing basketball courts are sufficient to be part of the new fire lane. It is our understanding that this has been approved by the local fire authority. EHCC has not incorporated the costs of new basketball courts in this GMP.
- 6 We have assumed that the existing drive approach and gate at the new fire lane will be sufficient. While we have included the cost to refurbish the existing drive approach that we feel may be damaged during the course of construction, we have not included the costs for a larger drive approach or a new gate.
- 7 Play structures are to be purchased and installed by the school district. EHCC has accounted for the playground bark, liner, drains, and curb at these play areas.
- 8 EHCC has not accounted for hazardous underground pipe removal as none is shown. EHCC has included the cost of flushing debris out of the existing storm system but has not accounted for repair or lining of damaged pipes.
- 9 EHCC assumes that the existing 8" sewer pipe running underneath the new fire lane is deep enough for our new paving section. GBA has indicated that the elevation of this pipe is not found on any of the drawings they have reviewed. EHCC will do everything we can to protect the pipe in place but we have not accounted for it's relocation.
- 10 We are excluding condensor coil coating and duct cleaning which both appear in the HVAC specifications. Condensor Coil Coating is required in coastal areas and is not required for this project. Duct cleaning is also not required in this project because we are replacing the HVAC system campus wide. The HVAC contractor will plastic wrap the ends of any exposed ductwork to prevent exposure to construction debris.
- 11 Line item 15A on the GMP summary sheet is for deleting window coverings and the associated rough carpentry at Buildings 1-6. Included in the revised GMP are new window coverings at Buildings 11, 12, & 13 as shown on the plans.

**JORDAN ELEMENTARY HVAC, ROOF REPLACEMENT, MODULAR BUILDINGS,  
FIRE ALARM, ADA, SEWER, and RELATED WORK PROJECT  
CONSTRUCTION SERVICES AGREEMENT**

Between

**LOWELL JOINT SCHOOL DISTRICT**

and

**ERICKSON HALL CONSTRUCTION CO.**

Dated as of May 3, 2021

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EXHIBIT "K" OCIP Project Manual

**JORDAN ELEMENTARY HVAC, ROOF REPLACEMENT, MODULAR BUILDINGS,  
FIRE ALARM, ADA, and RELATED WORK PROJECT  
CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement is made as of May 3, 2021 by and between the Lowell Joint School District, a California school district organized and existing under the laws of the State of California (hereinafter called the "District"), and Erickson Hall Construction Company, a California corporation operating under the laws of the State of California ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with GBA Architects (the "Architect") to provide architectural services for the District for the purpose of developing Construction Documents for the construction of improvements at Jordan Elementary School site (the "Project").

**1. GENERAL INTENT**

- 1.1 The Board of Education has reviewed the different methodologies available to deliver a public works project and has carefully considered the options of competitive bid to a general contractor who would be responsible for the entire project, a construction management managed multi-prime trade contract project, an at-risk construction management contract, turn-key delivery by another public entity or delivered by another public entity through a joint use project, but have through Board action and independent staff and Board review determined that there are benefits and detriments to each delivery method.
- 1.2 The Board of Education has also reviewed the lease-leaseback methodology under California Education Code section 17406 which permits the governing board of a school district to lease to any person, firm, or corporation any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.3 As part of the Board of Education's consideration of the possible methods of delivery, the Board has also reviewed available information from the Coalition of Adequate School Housing materials on delivery methods, California School Board Association, California Association of School Business Officials, Office of Public School Construction Meeting Minutes and SAB Implementation Committee meeting minutes and considered the benefits and detriments of the lease-leaseback delivery method.
- 1.4 Further, the Board of Education understands that unique to the lease-leaseback delivery method, the lease-leaseback Contractor will not only be undertaking the traditional due diligence of investigating existing Project related information, documents and the Project site, but now included as part of the Contractor's "Due Diligence" (as defined herein) as part of this lease-leaseback delivery method, the Contractor will be performing a review of the Construction Documents to visualize conflicts that may have not been located by the Architect as part of the Architect's constructability review when the Construction Documents were being prepared.
- 1.5 The Board of Education in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article 1.1 above also provides the ability of the Contractor to determine the likely level of errors and

omissions, and provides a Guaranteed Maximum Price for the Project based on the Contractor's Due Diligence. The unique ability to determine with certainty the budget numbers for the Project provides this Board of Education the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities.

- 1.6 As part of this lease-leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered into and attached as Exhibits to the Site Lease is a description of the site (the "Site") in order for Contractor to construct improvements to this existing school Site under the possessory interest of a lease with a greater degree of control over the overall Project, including ability to coordinate Site related items such as utilities, ability to insure both the Project and the Site against a broader range of risks, and greater primary control and oversight over Subcontractors and suppliers for the Project as the lessee of the Site.
- 1.7 In addition, the Contractor subleases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments as described therein; and
- 1.8 It is agreed that upon the expiration of the Site Lease and Sublease, title to the Project shall vest in the District; and
- 1.9 Contractor represents that Contractor is uniquely experienced in Construction of public schools and community colleges including, but not limited to, the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement
- 1.10 Contractor has thoroughly performed Due Diligence as defined in Articles 4 and 5 to establish a Guaranteed Maximum Price for the Project (which may include an Errors and Omissions Contingency and a Construction Contingency for Contractor's own errors and omissions) that will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specification or Construction Documents.
- 1.11 Since the Contractor has entered into a negotiated Lease and is performing this Construction Services Agreement as the Lessee of the Premises, Contractor understands and agrees that:
  - 1.11.1 Public Contract Code section 4100 et seq. addressing subcontractor listing shall not apply except to the extent applicable under Education Code section 17406(a)(4). However, the District is requiring an open book accounting and the public selection of Subcontractors pursuant to Article 6.3 of this Agreement.
  - 1.11.2 Public Contract Code section 20111 addressing competitive bidding does not apply to the Project pursuant to the specific language of Education Code section 17406 which

provides for a competitive procurement process through request for sealed proposals from qualified proposers.

1.11.3 Public Contract Code section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease pursuant to which is obligated to build the Project. The Contractor agrees and acknowledges that it has had great opportunity throughout the Due Diligence process and negotiation of the Lease and related agreements to propose any changes or substitutions, and warranties that it shall propose no further changes or substitutions pursuant to Public Contract Code section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.3 and 16.

1.11.4 The requirements in Public Contract Code section 22300 shall not apply.

1.12 Prequalification of Contractor and MEP Subcontractors. In accordance with California Public Contract Code section 20111.6, the Contractor is required to submit to the District a completed set of prequalification documents on forms provided by the District and be deemed prequalified by the District prior to entering into the Contract for the Project. In addition, all mechanical, electrical or plumbing (“MEP”) Subcontractors of any tier (contractors that hold C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), must also be prequalified. It is the responsibility of the bidder to ensure that all MEP Subcontractors holding any of the licenses listed above are properly prequalified. This prequalification requirement for MEP Subcontractors applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor holds one of the licenses listed above. Prequalification by the District of Contractor and Subcontractors pursuant to Public Contract Code section 20111.6 does not automatically mean that the Contractor or any Subcontractor is qualified to be enrolled in the Owner Controlled Insurance Program (“OCIP”).

## **2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA**

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4 for the Project which are described and/or set forth herein as Exhibit “A.” Contractor agrees to furnish efficient business administration, coordination review of the Construction Documents, coordination of the work of the Subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

2.1 **Title 24 Responsibilities.** The Contractor shall continually supervise and direct the Work using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

2.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Construction Documents. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

2.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Construction Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with

the approved Construction Documents, the Contractor shall correct the Work immediately.

- 2.1.3 *Inconsistencies.* All inconsistencies or timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 13.16), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.
- 2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.
- 2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
- 2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)
- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.
- 2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3. **CONTRACT INFORMATION**

- 3.1 **District:** Lowell Joint School District  
11019 Valley Home Avenue  
Whittier, CA 90603
- 3.2 **Notices:** David Bennett, Assistant Superintendent, Facilities & Operations  
e-mail: dbennett@ljsd.org
- 3.3 **Contractor:** Erickson Hall Construction Company  
  
500 Corporate Drive  
  
Escondido, CA 92029  
  
760-796-7700
- 3.4 **Notices:** Mat Gates, Vice President  
  
Mgates@ericksonhall.com

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 3.5 Contract Time is 362 Calendar Days beginning June 7, 2021 and completed June 3, 2022.
- 3.6 Liquidated Damages for overstaying Lease (Art. 18) is \$650.00 per calendar day.
- 3.7 Guaranteed Maximum Price (Art. 5) is \$8,520,692.
- 3.7.1 Construction Contingency (within GMP) is \$382,165.
- 3.7.2 Errors and Omissions Contingency (within GMP) is \$382,165.
- 3.7.3 DSA Contingency at 1% is \$76,433.
- 3.7.4 Gas Line Contingency is \$36,625.
- 3.8 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:
- 3.8.1 District's Contingency (Art. 8) is \$213,017 (2.5%). District Contingency is carried outside of the GMP.
- 3.8.2 Unforeseen Allowance is \$150,000. Unforeseen Allowance is carried outside of the GMP.
- 3.9 The Contractor's fee for this Project is five percent (5%) and is included in the GMP.

4. **DEFINITIONS**

- 4.1 **Action of the Governing Board** is a vote of a majority of the District's Governing Board.
- 4.2 **Allowances** are separate from the Unforeseen Allowance and mean budgets established for specific scopes of the Work which cannot be fully defined in the Construction Documents at the time that the GMP is established. Allowances may only be drawn upon pursuant to a Change Order issued pursuant to Article 17. In the event that an Allowance is included, the Contractor shall provide all services, work, labor and materials reasonably implicit in the description of the

Allowance for the amount stated for the Allowance, all in accordance with the Construction Documents. Contractor acknowledges and agrees that it has had ample time and consideration to fully assess any Allowance(s) and to negotiate the description and amount of the Allowance(s), such that Contractor fully accepts and shall bear the entire risk and responsibility of providing all services, work, labor and materials required for the Allowance(s) under this Agreement. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.

- 4.3 As-Builts are a set of Construction Documents maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy. Beneficial Occupancy is not be used by the Contractor as a basis to request Retention Payment unless the entire Project is Substantially Complete in accordance with Article 4.45.
- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimate or entitlement that is submitted during the Project or immediately following the Project made prior to the Application for Retention Payment and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Commencement Date shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.28 of this Construction Services Agreement.
- 4.9 Complete/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy or Substantial Completion does not mean the Work is Complete.
- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project.

- 4.11 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.
- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the improvements performed, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional Plans and/or Specifications for Contractor's Subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.
- 4.15 Construction Documents comprise the Plans and Specifications approved by DSA under Application Number 03-117841, File Number 19-65, Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- 4.16 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of the Site Lease, Sublease, General, Supplementary and other Conditions, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- 4.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to Complete the Project". See Article 9.



- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.
- 4.20 Due Diligence is the review and analysis of as-built documents, title documents, any prior design documents for the Project or Site, geotechnical reports, surveys, site investigations and other documents and information provided by the District, and synthesizing of information utilized to determine the components of the GMP. Requirements for Due Diligence are further addressed at Article 5.
- 4.21 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.
- 4.22 Effective Date is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease
- 4.23 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.
- 4.24 Immediate Change Directive (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.25 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations who will be assigned to the Project
- 4.26 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.27 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.28 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

- 4.30 Project means the improvements to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.31 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.32 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.
- 4.33 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.34 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.35 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so that the status of the construction of any improvements can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)
- 4.36 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.37 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 4.38 Site Lease and/or Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.39 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.40 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.41 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the

Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order.

- 4.42 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.
- 4.43 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.44 Sublease Payment means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- 4.45 Substantial Completion is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items on the DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use, as certified by the Architect pursuant to the Certificate of Substantial Completion set forth in the Division 1 Forms attached hereto.
- 4.46 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.47 Unforeseen Allowance means the budget established for hazardous substances and underground conditions that differ from representations in the Contract Documents or Due Diligence Documents and meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project. The District, in its sole and absolute discretion, may use the District Contingency to fund any costs allowed under the Unforeseen Allowance. Any funds remaining in the Unforeseen Allowance at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.
- 4.48 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to Subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.49 Workers include laborers, workers, and mechanics.

## 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- 5.1 Guaranteed Maximum Price (GMP) is the amount agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. The GMP includes the costs for the Sublease Payments being paid by the District as Progress Payments and Retention Payment during construction in accordance with

the terms of this Construction Services Agreement. Any references to Progress Payments shall also mean Sublease Payments. A Construction Contingency (Article 5.2.1) and an Errors and Omissions Contingency (Article 5.2.2) is contained within the GMP. Costs that are outside of the GMP shall be as follows:

5.1.1 Owner requested additional work (See Article 8) to be paid under the District Contingency.

5.1.2 Unforeseen underground soil conditions or unforeseen hazardous materials that meet the requirements of Article 13.15.5 and 18.4 to be paid under the Unforeseen Allowance.

5.2 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3. The GMP is based upon all Due Diligence performed, the approved Construction Documents, and all other Contract Documents existing and reviewed by the Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, the District and Contractor represent and warrant that the GMP is separate and distinct from the Sublease Payments to be paid by the District under the Sublease.

The GMP is an "all inclusive" price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall complete the Project pursuant to the terms of this Agreement within the Contract Time. No disputes concerning compensation, extras, or application of Contingencies shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

5.2.1 *Construction Contingency*. The Construction Contingency set forth at Article 3.8.1 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the Construction Documents pertaining to applicable building code requirements; and/or (c) enhancements or additions to the Scope of Work desired by the District. The Contractor shall obtain written approval from the District prior to using the Construction Contingency. The following may be considered, at the District's sole discretion, valid Construction Contingency items: 1) overtime and premium time, 2) costs to address safety items, 3) Contractor coordination issues and errors, 4) scope gaps, 5) trade damage, and 6) for other items requested by the Contractor if approved by the District and in the District's sole discretion. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District as the District sees fit to use.

5.2.2 *Errors and Omissions Contingency*. Within the GMP shall be a line item amount to cover errors and omissions in the Construction Documents ("Errors and Omissions Contingency"). The Errors and Omissions Contingency at Article 3.7.2 is calculated based on coordination review of the Construction Documents and coordination meetings that have been held with the Subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through coordination meetings and

a factor determined based on the coordination review that has been performed by Contractor. The Errors and Omissions Contingency is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. As a result, Contractor agrees that Contractor shall not seek to charge District for Errors and Omissions in excess of the Errors and Omissions Contingency. In other words, the Errors and Omissions Contingency is the maximum sum available to compensate the Contractor for Errors and Omissions on the part of the Architect and Architect's Consultants and is the maximum amount that can be charged. Contractor shall bear all costs for Errors and Omissions that exceed the Errors and Omissions Contingency.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Contingency within the GMP. Any funds remaining in the Errors and Omissions Contingency at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use, except for any portions of Savings added to the Errors and Omissions Contingency, which Savings shall be allocated between the parties as provided in Article 7 below.

### 5.3 Due Diligence

- 5.3.1 *Documents Reviewed.* Contractor has visited the site, entered and evaluated the structures on the site, reviewed all as-built information, environmental reports, Asbestos Hazard Emergency Response Act of 1986 reports applicable to the Project, lead reports, reports on any other hazardous substances, reviewed environmental impact reports, reviewed applicable mitigation measures for the Project, reviewed and observed the current site conditions, reviewed available records from City and/or County Records on the Project. All documents provided or reviewed by the Contractor shall be referred to collectively as the Due Diligence Documents.
- 5.3.2 *Review of Existing Conditions.* Contractor must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:
  - 5.3.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.
    - 5.3.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Built and Contract Documents are consistent with the actual As-Built Conditions of the Project site.
    - 5.3.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.
    - 5.3.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is

consistent with that which is shown on the environmental reports that are provided.

- 5.3.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.
- 5.3.4 *Review of Construction Documents.* Contractor has performed a complete and diligent review of all plans, specifications, addenda, bulletins or other documents provided as the Construction Documents or otherwise mentioned in the Construction Documents. The Contractor has written and submitted RFIs to address potential design issues prior to the GMP development to obtain a comprehensive GMP that addresses design and constructability issues.
- 5.3.5 *Inconsistencies.* All inconsistencies, timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)
- 5.3.6 *Coordination Review.* Contractor shall perform a constructability review of the Construction Documents as part of its Due Diligence to determine the level of Errors and Omissions that should be included in the Errors and Omissions Contingency.
- 5.3.7 *Price Fluctuations.* As part of Contractor's Due Diligence responsibilities, Contractor is required schedule and plan to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no delays. Contractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid or proposal cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Contractor also understands the length of the Project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.
- 5.3.8 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence Documents and satisfied itself that the Construction Contingency is adequate to complete the Project for the GMP.
- 5.3.9 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies are adequate and that the Project can be constructed without exceeding the GMP:

- 5.3.9.1 Construction Contingency. Based on review of the scope of work submitted from each Subcontractor, Contractor's Due Diligence and review shall be utilized to determine the size of the Construction Contingency to cover unforeseen conditions (other than noted in Article 5.1), cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.
- 5.3.9.2 Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside has been made for an Errors and Omissions Contingency that may be utilized to compensate for construction work to correct Errors and Omissions in the Construction Documents.
- 5.3.9.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as approved by the District, may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.
- 5.3.9.4 Unforeseen Allowance. Unforeseen Allowance is a sum set aside for unforeseen conditions that differ from representations in the Contract Documents or Due Diligence Documents or meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project.
- 5.3.10 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9. If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

## 6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

6.1 Open Book Accounting. The Contractor's GMP shall be based on actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor. This total construction cost, or Base Cost, shall be added to Subcontractor, vendor and supplier contingencies and the Construction Contingency (which includes an Errors and Omissions Contingency) to form the entire GMP. As costs are incurred during the course of the Project, the Job Cost Accounting shall be updated to include actual costs incurred. A report on costs shall be prepared as part of the GMP process and shall be provided on a monthly basis to the District.

6.1.1 *Purpose.* While competitive bidding is often viewed as the lowest price, utilizing the lowest bid neither results in the best contractor, efficient construction, or a properly

completed product. In some cases, the Project becomes significantly more expensive because competitive bid contractors either don't understand the drawings, aren't qualified to build the Project, or are seeking to utilize the legal process to make money by bringing claims against the District. The lease leaseback methodology provides the ability to negotiate for the most qualified competent contractor and allow coordination and interaction between the Contractor, Architect and District to alleviate unnecessary problems or areas that would result in claims. However, in exchange for this flexibility and reduction in claims, it is in the District's best interests, as a public entity, to ensure that the Project accounting information is available for review and the financial aspects of the Project can be fully reviewed. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project and shall be disclosable to the State if State funds are being utilized.

6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code section 17076.10 and under the specific authority of Regulation Section 1859.100 et seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the lease-leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.

6.1.3 *Value Engineering During the Project.* In addition to Value Engineering addressed at Article 7 below, Contractor may have occasion where better pricing can be obtained from Subcontractors or suppliers. This better pricing shall be treated as part of Savings under Article 7.

6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to reflect the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.

6.3 Selection of Subcontractors.

6.3.1 If identified or requested in the District's Request for Proposal/ Qualifications ("RFP/RFQ"), the Contractor must use any Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ pursuant to Education Code section 17406(a)(4). All Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

6.3.2 Following the award of the Contract to the Contractor by the District's Board of Education, and for all Subcontractors not identified in the Contractor's response to the District's RFP/RFQ, the Contractor shall proceed as follows in awarding construction Subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:

6.3.2.1 Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the



competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

- 6.3.2.2 Establish reasonable qualification criteria and standards.
- 6.3.2.3 Award the subcontract either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing. The process shall not apply to Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ. Subcontractors awarded construction subcontracts under this Article 6.3.2 shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).
- 6.3.2.4 All MEP Subcontractors must be prequalified as set forth in Article 1.12 above.
- 6.3.3 In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.
- 6.3.4 All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.
- 6.3.5 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Article 19 below.
- 6.3.6 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement. The Contractor must require Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit "C".

## 7. SAVINGS AND VALUE ENGINEERING

- 7.1 General Intent. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. There are two stages when Savings may be generated. They are (1) Value Engineering when establishing the GMP and (2) Savings generated through changes, reductions, or Subcontractor negotiations that may occur after the GMP is established.

7.1.1 *Value Engineering* is a review of systems so excess quality, unnecessary design elements, reconfiguration for efficiency, or other changes may be made to reduce the cost of a project. Sometimes, timing and sequences or re-use of materials that are unique to a project or area may generate savings. For example, if export soil is generated on a site which may have a substantial cost for transportation and removal could be sold to offset the costs incurred then a savings may be generated for the Project. Similarly, if concrete is ground, it may be sold for aggregate rather than as demolished construction materials.

7.1.2 *Other Savings* generated over the course of the Project through Subcontractor negotiations, replacement of Subcontractors, or through other means shall be calculated as part of the overall costs for the Project as part of the "Open Accounting" of the Project and shall be counted towards Project Savings.

7.2 Sharing and Calculation for Return of Savings. If Contractor realizes a Savings on an aspect of the Project, including but not limited to, Value Engineering or other Savings after the GMP is established and after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. Calculation of Savings shall be determined by adding all expenses for the Project (excluding Change Orders and Owner and Construction Contingency Expenses), separating out overhead costs and either using the actual overhead costs, or the percentage set for overhead in the Article 5.3, whichever is higher an applying the percentage for profit against the GMP (less Change orders, Owner and Construction Contingency). Any remaining money shall be considered Savings. If the Project expenses exceed the GMP, then there are no Savings for the Project and the GMP shall apply. A separate calculation of whether there are savings associated with Change Orders under the Owner and Construction Contingency may be performed to determine if there are any savings that remain on these areas and applied to the overall savings calculation

7.3 Savings Determined Through Audit. District may, at its own costs, have an audit conducted of the Project related job costs to determine Savings as further outlined in Article 21.

## 8. DISTRICT CONTINGENCY

8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement. This District Contingency is outside of the GMP, is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 ("District Contingency") in the amount set forth at Article 3, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions. Further any Architectural Errors and Omissions shall not come out of District Contingency unless agreed upon in writing by the District in its sole discretion.

8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the Construction Documents until such time, if ever, the Errors and Omissions Contingency has been fully exhausted. Any funds remaining in the District

Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

## 9. SCHEDULE

- 9.1 Contract Time: Contractor shall perform and reach Substantial Completion (See Article 4.45) within the time specified in the Agreement. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and (3) Project Float. Project Float and Rain Days are owned by the Project and require District approval prior to being utilized for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.
- 9.2.1 *Governmental Delay Float.* Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved Construction Documents, and the anticipated delays that may arise from this CCD procedure, no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float). This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.
- 9.2.2 *Inclement Weather (Rain Days).* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by the National Oceanic and Atmospheric Administration (NOAA) weather data. No less than 22 calendar days for each Calendar year for Southern California. The NOAA weather related days (22 days in Southern California) shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.
- 9.2.3 *Granting of Days beyond those Anticipated.* A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

- 9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.
- 9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:
- 9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
- 9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall be distributed to the Project as granted and approved by the District, and shall be used to offset liquidated damages for overstaying the Lease, and shall not generate compensable delays.
- 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
- 9.3.4 Deferred Approvals under Article 15.3 and 15.6
- 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
- 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2 .
- 9.3.7 Testing, special events, or District activities.
- 9.4 Schedule Updates. Contractor shall update the schedule (including a narrative) each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, areas of progress, logic and durations, overall assessment of schedule achievement, estimated start dates for Work scheduled to start at future times and changes in duration of Work items.
- 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing.
- 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
- 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work

- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6.

10. **INSPECTION OF WORK/ INSPECTOR AND ARCHITECT**

- 10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- 10.1.1 *General.* One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.
- 10.1.2 *Inspector's Duties and DSA Noted Timelines for Inspection.* All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- 10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.
- 10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- 10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

- 10.1.6 *Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.
- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. It is the Contractor's responsibility to timely schedule and pay (if applicable) for Special Inspections as to not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.
- 10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a Subcontractor or supplier that requires in plant or special inspections or tests that are out of the country, out of state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.
- 10.2 STOP WORK ORDER. DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

10.3 Inspector's Field Office. Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, internet connection, working computer, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

10.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next scheduled Progress Payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).
- b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notices of Non-Compliance (Article 17.2)
- d) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- e) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16
- f) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order or Claims or Disputes process.
- g) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- h) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

- i) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

**11. ARCHITECT**

- 11.1 Architect's Status. In general and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- 11.2 Architect's Decisions. Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

**12. DISTRICT RESPONSIBILITIES**

- 12.1 District Site Representations. District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.
- 12.2 Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct). If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:
  - a) Failure to supply adequate workers on the entire Project or any part thereof;
  - b) Failure to supply a sufficient quantity of materials;
  - c) Failure to perform any provision of this Contract;
  - d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
  - e) Cases of bona fide emergency;
  - f) Failure to order materials in a timely manner;



- g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to comply with the Subcontractor selection and award requirements under Education Code section 17406(a)(4);
- j) Failure to meet the requirements of the American's with Disabilities Act;
- k) Failure to complete Punch List work; or
- l) Failure to proceed on an Immediate Change Directive.

12.2.1 *Failure to correct a Notice of Deviation.* If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent).

12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

### 13. CONTRACTOR RESPONSIBILITIES.

- 13.1 Full Time Supervision. Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the

Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

- 13.2 Staff. Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project, and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.
- 13.5 Right to Remove. District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.
- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Contractor to Provide.* Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 *Quality.* Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the

District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other public school construction.

- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate the Constructability Due Diligence review done by Contractor.
- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs, and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 13.11 Progress Reports. The Contractor shall record the progress of the Project, and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District
- 13.12 Schedule of Values.
- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District. The schedule of values shall include, but not be limited, to Subcontractor costs, the costs for the Submittals, Punch Lists, Commissioning and Start-Up, Close Out Submittals, and As-Builts.
- 13.12.2 *Based on Contractor Costs.* The Schedule of Values shall be based on the costs from Contractor to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work

actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less, or as otherwise approved in writing by the District.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.
- 13.13 Scheduling. Contractor shall complete the construction pursuant to the CPM Schedule as required under Article 9.
- 13.14 As-Builts. Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.
- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.
- 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold scheduled Progress Payments pursuant to Article 29.4.
- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Builts at Completion of Work.* On completion of the Work and prior to and as a condition precedent to the Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built

drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

13.15 Miscellaneous Obligations of Contractor

- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)
- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.
- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be added as an extra pursuant to Article 17. Costs shall be allocated to the Unforeseen Allowance. However, to the extent Unforeseen Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Unforeseen Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District Contingency.

- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without consent or at the direction of Architect.
- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, Section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.
- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.

13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.

13.15.14 *General DSA Compliance.* During the entire term of this Agreement, Contractor shall coordinate its services with the District, Architect, Project Inspector, and other parties to ensure that all requirements set forth in the DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements. Contractor shall take all action necessary as to not delay progress in meeting any DSA requirements. Contractor shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the Project shall be deemed to include and incorporate any revisions or updates thereto.

### 13.16 Close Out

13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.

13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.

13.16.4 *As-Builts Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:

13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts

13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.

13.16.4.3 Upon completion of the Work and as a condition precedent to approval of release of the Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed,

Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.

- 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C.* Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Construction Documents by utilizing the procedures under the Project Certification Guide (Located at the DSA website at [http://www.documents.dgs.ca.gov/dsa/plan\\_review\\_process/project\\_certification\\_guide\\_updated\\_03-15-13.pdf](http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf)). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals.* At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- 13.17 Correction of Work: Warranty. Neither a Progress Payment, Sublease Payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days 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 one (1) years after the date of completion of the Project,



as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may in the documents prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.

13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the Project:

- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
- b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.
- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.
- d. *Bonds Assignable.* Contractor shall ensure that Subcontractor performance and payment bonds are assignable and can be assigned to the District.
- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Contractor shall provide the District a copy of the entire Subcontractor file, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period.

- 13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

14. **CONTRACT DOCUMENTS AND INTERPRETATIONS**

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. **SUBMITTALS**

15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).
- 15.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all

manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

15.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

## 15.2 Shop Drawings.

15.2.1 *When Shop Drawings Are Required*. Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.

15.2.2 *Purpose for Shop Drawings*. Shop drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

15.2.3 *Shop Drawing Requirements*. The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information

furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals in Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approvals as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9

- 15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.

#### 15.4 Submittals and Samples

- 15.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.
- 15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and

Contractor review this information to confirm that the product is appropriate for the intended use.

- 15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.
- 15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.
- 15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.
- 15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
- 15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.
- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.
- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

## 15.5 Submittal Submission Procedure

- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative

form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.

- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers’ descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.
- 15.5.5 *District’s Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District’s property upon receipt by the District or Architect.
- 15.6 Schedule Requirements for Submittals. Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” as required in the scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer’s descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.
- 15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times,

manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.
- c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow

submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

“The [contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

\_\_\_\_\_  
Signature of Contractor and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, “Substitutions.”

15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of



requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise Construction Documents to accommodate the deviation from approved Construction Documents.

- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

## 16. REQUEST FOR SUBSTITUTIONS

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.
- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. Any savings generated from the substitution shall be considered Project Savings under Article 7. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:
1. Is equal in quality/service/ability to the Specified Item;
  2. Will entail no changes in detail, construction, and scheduling of related work;
  3. Will be acceptable in consideration of the required design and artistic effect;
  4. Will provide no cost disadvantage to the District;
  5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

6. Will required no change of the construction schedule
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Article in all Subcontractor contracts.
17. **EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)**
- 17.1 **No Changes Without Authorization.** There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Construction Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.
- CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.
- 17.2 **Notices of Non-Compliance.** Contractor deviation or changes from approved Construction Documents may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Construction Documents, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Construction Documents may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays or cost impacts that are caused by the Contractor's deviation from approved Construction Documents shall be the Contractor's responsibility.
- 17.3 **Architect Authority.** The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.
- 17.4 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject to a request for pricing and a determination if any additional time may be required. However, if a request for pricing is not completed, Contractor shall immediately commence Work when an ICD is issued. If the request for pricing is incomplete, it may still be completed and submitted for consideration

by the District (in its sole discretion) for pricing purposes as long as the request for pricing is submitted within the timeline required, or within 10 days following issuance of the ICD.

17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents (“Extra Work/Modifications”); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Construction Contingency if District approves such request in writing. The costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from the Construction Contingency as mutually agreed in writing or the Errors and Omissions Contingency or the Unforeseen Allowance as determined by the District, and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of a proposed Construction Change Document form is provided in Division 1 of the Specifications. The most stringent guidelines will apply to all forms. All costs for any Extra Work/ Modifications shall not include any costs for insurance or other coverage provided by the Owner Controlled Insurance Program (“OCIP”).

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Equipment (attach invoices)	_____	_____
(c) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)	_____	_____
(d) Subtotal (a-d)	_____	_____
(e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).	_____	_____
(f) Subtotal	_____	_____
(g) Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% if Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d)	_____	_____
(h) Subtotal	_____	_____
(i) Bond not to exceed one percent (1%) of Item (h)	_____	_____
(j) TOTAL	_____	_____
(k) Time/ Days	_____	_____

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.

17.6 Deductive Change Orders

17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.

17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment or the Retention Payment.

**18. TIME OF COMPLETION**

18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS. IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED. CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR

OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

- 18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9. The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.3 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing underground soil conditions than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.3.1 In case of encountering such unforeseen conditions noted above, Contractor shall notify the District in writing immediately and no later than seven (7) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District chooses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.3.2 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work and allocated to the Unforeseen Allowance, and if the Unforeseen Allowance is exceeded, the District, in its sole and absolute discretion, may allocate such costs to the District Contingency to the extent unforeseen conditions as defined in this Article are encountered.
- 18.4 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.5 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.
- 18.6 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.

- 18.7 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any Subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.
- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

## 19. TERMINATION OF AGREEMENT

### 19.1 Termination for Breach.

- 19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- 19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of



said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Contractor.

- 19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

- 19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

- 19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

- 19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice of Termination.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs the Contractor is

authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts not already paid to Contractor:

1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
2. A reasonable allowance for profit on the cost of the work on the Project performed and not otherwise paid for the District, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.

19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments (if exercised by the District in its sole discretion) following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment pursuant to Article 21 of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for payment for the value of the work performed on the Project as of the date of termination.

19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.

19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

20. **RESOLUTION OF AGREEMENT CLAIMS**

20.1 **Decision of Architect.** “Disputes” or “Claims” as defined in Article 20.9.1.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 20.2 within ten (10) days after Contractor’s Article 17 request for extra work/ modification is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 20.5 within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

20.2 **Architect’s Review.** The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute..

20.2.1 ***Architectural Immunity.*** Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

20.3 **Documentation if Resolved.** If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

20.4 **Actions if Not Resolved.** If a Dispute has not been resolved and all documentation requested pursuant to Article 20.2 has been provided, the Contractor shall, within ten (10) days after the Architect’s initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

20.5 **Architect’s Written Decision.** If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect’s written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 20.9.

20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

20.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

20.6.1.1 If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

20.6.1.2 The Arbitration process shall not toll the Disputes or Claims process under Article 20 or the requirement to submit Claims to Court under Article 20.13.

20.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface. When any excavation or trenching extends greater than four feet below the surface:

20.7.1 *Immediately upon discovery,* The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing of any:

20.7.1.1 Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, or pursuant to the documents and information from Contractor's Due Diligence or Due Diligence Documents.

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

20.7.1.3 Hazardous waste condition, except, if Contractor's bid includes removal or disposal of hazardous substances, or is part of Contractor's Due Diligence or Due Diligence Documents. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to

be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice procedures and requirements of Article 17.5.2 shall apply.

20.7.2 *The District shall investigate the conditions*, and if District finds that the conditions do materially so differ, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or Construction Change Document under the procedures described in the Contract.

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

20.8 Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 18. Upon completion of the procedures set forth under Article 18, Contractor must then comply with the requirements in this Article including those set forth under Article 20.9.

20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under Article 20 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

20.9.1 *Procedure Applicable to all Claims*

20.9.1.1 Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 9.2.1.)

20.9.1.2 Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.

20.9.1.3 Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 20.5, submit a notification in writing sent by registered mail or certified mail with

return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 20.5, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 20.1 through 20.5.

20.9.1.4 The Formal Notification of Claim must be presented as follows:

- a. The term "Claim" must be at the top of the page in no smaller than 20 point writing.
- b. All documentation submitted pursuant to Article 20 to the Architect shall be submitted with the title "claim."
- c. A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation
- d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

20.9.1.5 Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of Claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- d. Documents relating to the Claim, including:
  1. Specifications sections in question.
  2. Relevant portions of the Drawings
  3. Applicable Clarifications (RFI's)
  4. Other relevant information, including responses that were received.
  5. Contractor Analysis of Claim merit.
    - (a) Contractor's analysis of any Subcontractor vendor claims that are being passed through.
    - (b) Any analysis performed by outside consultants.

- (c) Any legal analysis that Contractor deems relevant.
- e. Breakdown of all costs associated with the Claim.
- f. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 9 and a chronology of events and related correspondence.
- g. Chronology of events and related correspondence.
- h. Applicable daily reports and logs.
  - 1. If the daily reports or logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid or cost documents (and associated original unaltered metadata).
  - 1. The metadata and bid or cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid or cost documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
  - 2. This data on the bid or cost information shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
  - 3. If the bid or cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid or cost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- j. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
  - 1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
  - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
  - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.
- k. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- l. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- m. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- n. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph t below shall apply.
- o. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to Article 20.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- p. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District



and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 20.13.

- q. For purposes of Article 20.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- r. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Article 20.9 shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.
- s. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Article 20.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 20.12 below.
- t. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Article 20.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of Article 20.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- u. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the

Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

- v. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- w. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.

20.10 District (through CM or District's Agent or Attorney) May Request Additional Information. Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.

20.11 Claims Procedures in Addition to Government Code Claim. Nothing in the Claims procedures set forth in Article 20 of the CSA shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

20.12 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 20.6.1.

20.13 Resolution of Claims in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 20.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before

20.14 Warranties, Guarantees and Obligations. The duties and obligations imposed by this CSA and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the Contract Documents and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

## 21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS

21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

- 21.2 District Audit. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.
- 21.3 Failure to Produce Books or Records. If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.
- 21.4 Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid or cost tabulation utilized in submitting Contractor's cost for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid or cost tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid or cost tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid or cost tabulation for inspection to prove the authenticity of the underlying bid or cost tabulation. Failure to produce the bid or cost tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid or cost tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid or cost tabulation was not produced and the bid or cost tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.
- 21.5 Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. **PREVAILING RATES OF WAGES; RECORDS, APPRENTICES**

22.1 **Wage Rates.** Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

22.2 **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law

22.3 **Wage Rates Not Affected by Subcontracts.** The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

22.4 **Per Diem Wages.** The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

22.5 **Forfeiture and Payments.** Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor’s failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. **RECORDS OF WAGES PAID**

23.1 **Payroll Records**

23.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but not less than once per month or as otherwise requested by the District. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- 23.1.3 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- 23.1.9 The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.10 The Contractor or Subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period,

the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from Progress Payments or Retention Payment then due.

23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.

23.2 Withholding of Payments & Penalties

23.2.1 The District may withhold or delay Progress Payments to the Contractor or a Sublease Payment or Retention if:

23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

23.2.1.2 The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

23.2.1.3 The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

23.2.1.4 The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

23.2.1.5 The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

24.1 Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

24.2 Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade"

as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

- 24.3 Submission of Contract Information. Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.
- 24.4 Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing its bid or costs for the Contract.
- 24.5 Prime Contractor Compliance. The responsibility of compliance with this Article 13 §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 WHEN DETERMINING GMP, CONTRACTOR SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.

**25. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS**

- 25.1 Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract Documents and subject to termination for cause.
- 25.2 An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

- 25.3 The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold Progress Payments or Retention Payment if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
- 25.4 The Labor Commissioner and the Division of Labor Standards Enforcement (DLSE) may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.
- 25.5 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner's office. The failure of the Labor Commissioner, DLSE, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 25.6 Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

26. **HOURS OF WORK**

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.



- 26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 9, Extra Work/Modifications.

27. **SKILLED AND TRAINED WORKFORCE**

- 27.1 Contractor and all Subcontractors of any tier must comply with the requirements set forth in Education Code section 17407.5 and Public Contract Code sections 2601 and 2602, including providing an enforceable commitment that the Contractor and all Subcontractors of any tier will use a "Skilled and Trained Workforce" as defined in Public Contract Code section 2601(d). Contractor and all Subcontractors are to carefully review all requirements set forth in Education Code section 17407.5 and Public Contract Code sections 2601 and 2602 before entering into the Contract for the Project.
- 27.2 The Contractor's commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract shall be established by the following:
- 27.2.1 Contractor shall include in all of its subcontracts, and Subcontractors shall require in its subcontracts of any tier, mandatory compliance with Education Code section 17407.5 and Public Contract Code sections 2601 and 2602.
- 27.2.2 Contractor shall provide to the District's Governing Board, on a monthly basis while the Project or Contract is being performed, a written report demonstrating that the Contractor and all Subcontractors of any tier are complying with the requirements set forth in Education Code section 17407.5 and Public Contract Code sections 2601 and 2602. If the Contractor fails to provide the monthly report required herein, or provides a report that is incomplete, the District shall withhold further payments in accordance with Public Contract Code sections 2602 and 2603. If a monthly report does not demonstrate compliance with Public Contract Code sections 2601 and 2602, the District shall withhold further payments until the Contractor provides a plan to achieve substantial compliance with Public Contract Code sections 2601 and 2602, with respect to the relevant apprenticeable occupation, prior to completion of the Project.
- 27.2.3 The monthly report provided to the District's Governing Board as required above shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.
- 27.2.4 Contractor's commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract may also be established by the Contractor providing evidence and any other information or documents reasonably requested by the District showing that the Contractor has entered into a project labor agreement that includes the requirements of Education Code section 17407.5(b) that will bind the Contractor and all its Subcontractors of any tier performing Work on the Project or Contract.
- 27.3 If the District's Governing Board has entered into a project labor agreement that will bind all contractors and subcontractors performing Work on this Project or Contract that includes the requirements of Education Code section 17407.5(b), the Contractor's agreement that it will become a party to that project labor agreement shall satisfy the requirements under Education Code section 17407.5(b).
- 27.4 If the Contractor or Subcontractor of any tier is not in compliance with all of the applicable Skilled and Trained Workforce, the District shall exercise any rights or remedies allowed under Public Contract Code sections 2602 or 2603, or other applicable law.

28. **PROTECTION OF PERSONS AND PROPERTY**

- 28.1 **Fingerprinting.** If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its Subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its Subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its Subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and Subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its Subcontractors.
- 28.2 Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all Contractor's employees and Subcontractors while on District property. Contractor understands and agrees that should any employee or Subcontractor of Contractor violate the Board Policy, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.
- 28.3 Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its Subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Contractor shall also prevent its employees or Subcontractors' employees from bringing any animal onto the Project.
- 28.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.
- 28.5 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of

violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- 28.7 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- 28.9 Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
- 28.9.1 All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
- 28.9.2 Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- 28.10 Contractor shall (unless waived by District in writing):
- 28.10.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before, during or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- 28.10.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.

- 28.10.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 28.10.4 Deliver materials to building area over route designated by District.
- 28.10.5 Take preventive measures to eliminate dust.
- 28.10.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.
- 28.10.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.
- 28.10.8 Not allow personal radios on the work site
- 28.10.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to insure that all employees, Subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.
- 28.10.10 Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- 28.10.11 Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its Subcontractors. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident. Contractor must also provide all information and documents to the OCIP administrator and comply with all OCIP requirements regarding accidents and the reporting of accidents.
- 28.10.12 Contractor and Subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park

only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.

- 28.10.13 Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
- 28.10.14 Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its Subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its Subcontractors.
- 28.10.15 Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or Subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all Subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "I" and incorporated herein by this reference prior to commencing work on the Project.
- 28.11 Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

## 29. PAYMENTS AND RETENTION

The Construction Cost of the Project shall not exceed the GMP, except as otherwise provided in this Construction Services Agreement and Sublease. During the progress of construction, Contractor will provide monthly progress payment applications for the total scheduled value of the work completed under the GMP set forth in Article 3. District shall pay to Contractor a monthly progress payment comprising a sum equal to ninety-five percent (95%) of the scheduled value of the work approved and completed up to the last day of the previous month, less aggregate of previous payments ("Progress Payment"). If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve the Progress Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. Progress Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any

payment made for work performed so long as any lawful or proper direction concerning non-complying work or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Progress Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied. Contractor shall, at a minimum, provide the following documents as part of its request for a Progress Payment: (1) Schedule of Values, (2) Project Contingency Trackers, (3) Project Allowance Trackers, (4) Project Savings Reports (Refer to the Project Savings Section for the Project Savings Items) including the budget versus actual costs of Project Management and General Condition Expenses , (5) Project Daily Reports (Contractor and Subcontractor), (6) Project Safety Reports, (7) Monthly Lien Releases Unconditional and Conditional Waivers (all contractors), and (8) Monthly Schedule Update and Narratives (with Recovery Schedules as needed).

29.1 The District shall retain five percent (5%) "Retention" from Progress Payments and release Retention as required in this CSA and specifically, not until after Close-Out under Article 13.16.

29.2 In no event shall the cumulative total of the Progress Payments/ Sublease Payments and Retention ever exceed the GMP as defined herein, unless specifically allowed under Article 5.

29.2.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.

Notwithstanding anything to the contrary stated above, the Contractor may include in its request for payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

29.2.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;

29.2.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

29.2.1.3 With each request for payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

29.2.1.4 The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

29.2.1.5 Representatives of the District shall have the right to make inspections of the storage areas at any time; and

29.2.1.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

29.3 Reasons to Withhold Payment. The District may withhold any payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

1. Defective Work not remedied;
2. Stop Notices served upon the District;
3. Liquidated damages assessed against the Contractor;
4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
5. Damage to the District or other contractor;
6. Unsatisfactory prosecution of the Work by the Contractor;
7. Failure to store and properly secure materials;
8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
9. Failure of the Contractor to maintain As-Built drawings;
10. If, in the District's opinion, the representations to the District required pursuant to Article 9.4 cannot be made;
11. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an application for payment;
12. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
13. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
14. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
15. Failure to properly maintain or clean up the Site;
16. Payments to indemnify, defend, or hold harmless the District;
17. Any payments due to the District including, but not limited to, payments for failed tests, or utilities changes or permits;
18. Failure to submit an acceptable schedule in accordance with Article 9;
19. Failure to pay Subcontractor or suppliers;
20. Failure to secure warranties, including the cost to pay for warranties

21. Failure to provide release from material suppliers or Subcontractors when requested to do so
22. Items deducted pursuant to Article 17.6
23. Incomplete Punch List items under Article 13.6 which have gone through the Article 12.2 process
24. Allowances that have not been used

29.4 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under this CSA to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

29.5 Payment After Cure. When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### 30. NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

### 31. SUBCONTRACTOR PAYMENTS

31.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.



- 31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 31.3 Payment Not Constituting Approval or Acceptance. An approved request for a Progress Payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.
- 31.4 Joint Checks. District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks will depend on the District and the specific circumstances.

## 32. SEPARATE CONTRACTS

- 32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contractors enter the Site to perform work as part of its use of the Site. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured
- 32.2 Notice of Coordination of Work. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

## 33. USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

## 34. CLEANING UP

- 34.1 Contractor's Responsibility to Clean Up. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

34.2 General Final Clean-Up. Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
2. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
8. Remove temporary film that remains on any hardware, doors or other surfaces.
9. Seal the bottom and tops of all doors
10. Special Clean-Up.
11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:
  - a. Remove putty stains from glazing, then wash and polish glazing.
  - b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
  - c. Remove temporary protection and clean and polish floors and waxed surfaces.
  - d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
  - e. Wipe surfaces of mechanical and electrical equipment.
  - f. Remove spots, soil, plaster and paint from tile work, and wash tile.
  - g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
  - h. Vacuum-clean carpeted surfaces.

- i. Remove debris from roofs, down spout and drainage system.

34.3 Failure to Cleanup. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 12.2 and seek a Deductive Change Order.

## 35. INSURANCE

35.1 Owner Controlled Insurance Program. The District has elected, in its sole discretion, to implement an Owner Controlled Insurance Program ("OCIP"). The provided coverages may include Workers' Compensation, Employer's Liability, Commercial General Liability (excluding Automobile Liability), Excess Liability, Contractor's Pollution Liability, and Builder's Risk (for operations conducted on-Site) Insurance for all Enrolled Contractors (and their Enrolled Subcontractors) and other designated parties for work performed at the Project Site. The District agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other Contract Documents. Contractor's GMP and Subcontractors' bids/proposals shall not include any cost of insurance for coverage provided under the OCIP. Contractor and all Subcontractors shall carefully review Exhibit "J" (OCIP Insurance Requirements) and Exhibit "K" (OCIP Project Manual).

Note: Articles 35.2 through 35.13 shall be replaced and/or modified by the Owner Controlled Insurance Program (OCIP) as further detailed in Exhibit "J" (OCIP Insurance Requirements) and Exhibit "K" (OCIP Project Manual). Articles 35.2 through 35.13 shall continue to apply if the Contractor or Contractor's Subcontractors do not qualify for enrollment, are excluded from OCIP, or to the extent Contractor or Subcontractors determine additional coverage beyond that of the OCIP is to be provided for the Project.

35.2 Insurance Requirements. Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

7. Claims involving sudden or accidental discharge of contaminants or pollutants.

35.3 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the District.

35.4 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

#### 35.5 Specific Insurance Requirements

35.5.1 Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

35.5.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

1.	Per occurrence (combined single limit)	\$1,000,000.00
2.	Project Specific Aggregate (for this Project only)	\$2,000,000.00
3.	Products and Completed Operations	\$1,000,000.00
4.	Personal and Advertising Injury Limit	\$1,000,000.00

35.5.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

1.	Automotive and truck where operated in amounts	\$1,000,000.00
2.	Material Hoist where used in amounts	\$1,000,000.00
3.	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
4.	In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).	

35.6 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance (not less than \$1M) for all of the Contractor's employees

engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance (not less than \$1M) for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

35.7 Builder's Risk/All Risk

35.7.1 *Course-of-Construction Insurance Requirements.* The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

35.8 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

35.9 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

35.10 Proof of Insurance. The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

35.10.1 Certificates and insurance policies shall include the following clause:

1. "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
3. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

35.11 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 34, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

35.12 No Waiver Created through Payments. The making of any payments under this CSA or the Sublease shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his Subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to Completion of the Project.

35.13 Waiver of Subrogation. Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.14 Performance and Payment Bonds

35.14.1 *Bond Requirements.* Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver

satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

- 35.14.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- 35.14.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
- 35.14.4 Contractor is hereby authorized to obtain a performance and payment bond from any Subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.

**36. HOLD HARMLESS AND INDEMNITY**

Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- 36.1.3 Any dispute between Contractor and Contractor's Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any

Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") claims arising from failure to comply with the Construction Documents.

**37. SUBSTITUTION OF SECURITY**

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

**38. TITLE TO WORK**

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

**39. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor's Qualified SWPPP Developer (QSD) shall work with the Architect and its engineers in preparing an approved SWPPP and revising it as necessary or required. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall employ a Qualified SWPPP Practitioner (QSP) to implement the approved SWPPP during construction. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit.



Contractor shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project caused by the Contractor's failure to comply with the Permit.

#### **40. EQUAL OPPORTUNITY CLAUSE**

The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 40.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
- 40.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
- 40.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 40.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation);
- 40.5 Sexual orientation;
- 40.6 American with Disabilities Act (ADA) (See Article 41); and
- 40.7 Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

#### **41. SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT**

Some of the requirements in the Construction Documents are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Construction Documents. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA

requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

- 41.1 Indemnification of ADA Claims. ADA claims arising from failure to comply with Construction Documents shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 29.4 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

**42. PATENTS, ROYALTIES, AND INDEMNITIES**

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

**43. EXCISE TAX**

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

**44. PROHIBITED INTERESTS**

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

**45. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION**

- 45.1 If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- 45.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of

convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

**46. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

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

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

46.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of Contractor's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be allocated to the Unforeseen Allowance.

46.2 In the event that a dispute arises between District and Contractor whether the conditions materially differ from Due Diligence Documents reviewed for hazardous substances, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

**47. NO ASBESTOS CERTIFICATION**

47.1 Asbestos Free Installation Certification: Contractor shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following

47.1.1 Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

47.1.1.1 Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the

field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

- 47.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
- 47.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.
- 47.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- 47.1.2 If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- 47.1.3 Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

**48. LAWS AND REGULATIONS**

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

**49. AGREEMENT MODIFICATIONS**

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

**50. NOTICES**

All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed pursuant to the Notice Section of Article 3.

**51. THIRD-PARTY CLAIMS**

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

**52. ASSIGNMENT**

Except Contractor's responsibility to assign Subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Contractor shall not assign or sublet the Lease, Sublease or this Construction Services Agreement, nor shall Contractor assign any monies due or to become due to it hereunder. Contractor has unique abilities and understanding of the Project from negotiations and the Due Diligence that has been undertaken and, thus, any assignment will not transfer to the assignee the specific understanding associated with Contractor on this Project.

**53. HEADINGS**

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**54. INTEGRATION/MODIFICATION**

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

**55. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County where the District is located, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

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

**56. SUCCESSION OF RIGHTS AND OBLIGATIONS**

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR

DISTRICT:

**LOWELL JOINT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Andrea Reynolds  
Assistant Superintendent, Administrative Services

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "A"**

**SCOPE OF WORK / CONSTRUCTION DOCUMENTS**

**EXHIBIT "B"**  
**MASTER BUDGET**



**EXHIBIT "C"**  
**DVBE REQUIREMENTS**

**EXHIBIT "D"**  
**PAYMENT BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LOWELL JOINT SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to ERICKSON HALL CONSTRUCTION COMPANY (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LOWELL JOINT SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**EXHIBIT "E"**  
**CONTRACT PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LOWELL JOINT SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Jordan Elementary HVAC, Roof Replacement, Modular Buildings, Fire Alarm, ADA, and Related Work Project (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated May 3, 2021, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, Erickson Hall Construction Company, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LOWELL JOINT SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for

completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State  
Commission expires: \_\_\_\_\_

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.



**EXHIBIT "F"**

**CONTRACTOR FINGERPRINTING REQUIREMENTS**

**CONTRACTOR CERTIFICATION**

With respect to the Contract dated \_\_\_\_\_ 20\_\_ by and between the Lowell Joint School District ("District") and \_\_\_\_\_ ("Contractor") Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR EXEMPTION**

Pursuant to Education Code sections 45125.1 and 45125.2, the Lowell Joint School District ("District") as determined that \_\_\_\_\_ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated \_\_\_\_\_ 20\_\_ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
  - The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "F" (CONT.)**

**SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

**SUBCONTRACTOR'S CERTIFICATION**

The Lowell Joint School District ("District") entered into a contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR'S EXEMPTION**

The Lowell Joint School District ("District") entered into a contract for services with \_\_\_\_\_ ("Contractor") on or about \_\_\_\_\_, 20\_\_\_\_ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

- The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
  - The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "G"**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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 Construction Services Agreement.

Contractor \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

**EXHIBIT "H"**

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Signature

**EXHIBIT "I"**

**CONDUCT RULES FOR CONTRACTORS**

Each contractor/subcontractor, when performing work on Lowell Joint School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the Project, including student and staff toilet facilities.
6. Pursuant to Government Code section 8350 et seq., the Lowell Joint School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
  - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
  - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all fingerprinting requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

## EXHIBIT "J"

### OCIP INSURANCE REQUIREMENTS

1. **Overview.** California Education Code §17406 permits the governing board of a school district to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.

The District is a participant in an Owner Controlled Insurance Program (the "OCIP") that has been established by the Alliance of Schools for Cooperative Insurance Programs ("ASCIP"). In accordance with the provisions of Government Code §4420.5, Labor Code §§6300, *et seq.* and Title 8 of the California Code of Regulations, the District has elected to include the Project in the OCIP. This means that the District will provide some of the insurance policies that would normally be provided by the Contractor and its Subcontractors and Sub-Subcontractors for construction of the Project. In accordance with the District's OCIP, the District shall purchase, provide and maintain for the benefit of the Contractor, its Subcontractors and Sub-Subcontractors certain insurance as more particularly set forth in this Exhibit, and subject to the terms and conditions of this Exhibit, the Contract Documents and any addenda to the Contract Documents, for claims which arise out of the Insured Work performed by the Contractor, its Subcontractors and Sub-Subcontractors for which the Contractor, its Subcontractors and Sub-Subcontractors may be legally liable. Because the District will provide certain insurance coverage through an OCIP, the Contractor's Guaranteed Maximum Price ("GMP"), and its Subcontractors' base bids must be calculated to exclude all insurance costs for coverage provided by the OCIP, as described in Section 4.1 and summarized in Section 4.2 herein. Additionally, the Contractor and its Subcontractors' must meet certain insurance-related qualification criteria in order to qualify for coverage under the OCIP. The Contractor and its Subcontractors and Sub-Subcontractors must comply with all safety programs established and/or adopted by the District in connection with the OCIP must and comply with all other requirements related to the OCIP.

The OCIP is more fully described in the "Insurance Manual", and the policies and endorsements ("OCIP Coverages"). The OCIP Coverages have precedence and supersede any conflicting provisions contained in the Contract Documents or in the Insurance Manual. By submitting its GMP, the Contractor is deemed to have agreed and acknowledged that it has reviewed the Insurance Manual. The OCIP will provide to the Enrolled Contractors/Subcontractors, as defined below, in connection with performance of the Insured Work, the OCIP Coverages. Enrolled Contractors/Subcontractors are responsible for maintaining the insurance coverage described in Section 4.3 below and in the Insurance Manual. The OCIP does not cover Excluded Parties, defined below. Excluded Parties and parties no longer covered by the OCIP shall maintain, and shall require each of their Subcontractors and Sub-Subcontractors to obtain and maintain, the insurance coverage described in Section 4.4 below and in the Insurance Manual.

2. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents.

**2.1 Excluded Work.** The term "Excluded Work" as used herein means Project-related work that is not conducted at the Project Site, which work is hereby excluded from coverage under the OCIP and the OCIP insurance. The District is not providing general liability or workers compensation insurance for Project-related, off-Site operations and the District is not providing automobile insurance of any kind. Enrolled Contractors/Subcontractors must purchase this insurance and must provide the District with an ACORD 25-S Certificate of Insurance indicating satisfactory evidence of (a) primary automobile insurance coverage, and (b) proof of general liability and workers compensation insurance for off-Site operations. Refer to Sections 16.12 through 16.19 below.

**2.2 Excluded Parties.** The term "Excluded Parties" as used herein means (1) vendors; (2) suppliers; (3) contract haulers; (4) equipment owners/operators; (5) those performing surveying services; (6) those performing soil testing; and (7) those performing hazardous material abatement and (8) those solely

loading, transporting or unloading materials, personnel, parts or equipment or any other items to, from or within the Site.

**2.3 Enrolled Contractors/Subcontractors:** The term “Enrolled Contractors/Subcontractors” as used herein means those Contractors, Subcontractors and Sub-Subcontractors who have submitted online enrollment and have been accepted into the District’s OCIP as evidenced by a Certificate of Insurance for OCIP policies.

**2.4 Insured Parties:** The term “Insured Parties” as used herein means the District and Enrolled Contractors/Subcontractors named in one or more of the District’s OCIP policies or named in one or more Certificate of Insurance signed by a duly authorized representative of an OCIP insurer.

**2.5 Insured Work:** The term “Insured Work” as used herein means Work performed on the Site of any type or description, surveying, soil testing, and solely loading, transporting or unloading of materials, personnel, parts or equipment or any other items to, from or within the Site.

**2.6 OCIP Administrator:** The term “OCIP Administrator” means Arthur J. Gallagher & Co. or such other company or entity as may be designated by the District. The OCIP Administrator is an independent contractor retained by the joint powers authority, ASCIP, of which the District is a Member, to administer the District’s OCIP. The OCIP Administrator is authorized and empowered to act on behalf of the District to the extent set forth herein and in the Contract Documents. The removal or replacement of the designated OCIP Administrator shall not result in adjustment of the Guaranteed Maximum Price or contract time or otherwise affect, limit or restrict Contractor’s obligations under the Contract Documents.

**3. Guaranteed Maximum Price, Base Bid Insurance Costs:**

**3.1 Contractor and Subcontractors Must Exclude Certain Insurance Costs.** The Contractor’s GMP, and all Subcontractors’ base bids, must exclude all insurance costs for Workers’ Compensation, Employers Liability, General Liability, and Excess Liability OCIP Coverages and Builder’s Risk insurance for operations conducted on-Site for all eligible Contractors, Subcontractors and Sub-Subcontractors who will perform Insured Work on the Project Site as summarized in Section 4.2 below and more fully described in the OCIP Coverages. No Subcontractor will be permitted to change the pricing included in its base bid.

**4. Insurance:**

**4.1 OCIP Insurance Policies Establish OCIP Coverages.** The OCIP Coverages and exclusions from coverage are summarized in this Exhibit, in the Insurance Manual, and other Contract Documents, and are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP Coverages in this Exhibit and in the Insurance Manual are not intended to be complete or alter or amend any provision of the actual OCIP insurance policies. Enrolled Contractors/Subcontractors must review the OCIP insurance policies for actual terms and conditions. In the event any provision of this Exhibit, the Insurance Manual, or the Contract Documents, conflicts with the any of the OCIP insurance policies, the OCIP insurance policies shall govern. Enrolled Contractors/Subcontractors shall be deemed to have reviewed, understood and agreed to all terms and conditions of the OCIP insurance policies, including exclusions from coverage. The OCIP insurance policies are available for inspection upon request.

**4.2 Summary of OCIP Coverages Provided by District** The following summary of OCIP Coverages will be provided only to eligible and Enrolled Contractors/Subcontractors during the term of initial construction:

4.2.1	<b>Workers Compensation Insurance</b>	Statutory Limits
	In accordance with limits established by law.	
4.2.2	<b>Employers Liability Insurance:</b>	\$1,000,000

4.2.3	<b>Commercial General Liability Insurance (excluding Automobile Liability)</b>	
	Per Occurrence	\$2,000,000
	Aggregate	\$4,000,000
	Products/Completed Operations Aggregate*	\$4,000,000

\* 10 years Extended Products/Completed Operations Coverage commences upon completion of the Project.

4.2.4	<b>Excess Liability Insurance</b>	
	Per Occurrence	\$15,000,000
	Aggregate	\$15,000,000

4.2.5	<b>Contractor's Pollution Liability Insurance</b>	\$15,000,000
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**4.3 Insurance Provided by Contractors/Subcontractors:** The Contractor, all Subcontractors and Sub-Subcontractors (except Excluded Parties covered under Section 16.19) shall provide and maintain the following insurance coverages for off-Site operations, with minimum coverage amounts as set forth below:

4.3.1	<b>Workers Compensation Insurance</b>	
	In accordance with limits established by law.	Statutory Limits
4.3.2	<b>Employers Liability Insurance</b>	\$1,000,000
4.3.3	<b>Commercial General Liability Insurance</b>	
	Per Occurrence	\$1,000,000
	Aggregate	\$2,000,000
4.3.4	<b>Automobile Liability Insurance</b>	
	Bodily Injury/Property Damage per Occurrence	\$1,000,000
4.3.5	<b>Aircraft Liability Insurance (if applicable)</b>	
	Per Occurrence	\$5,000,000
	Aggregate	\$5,000,000

**4.4 Insurance Provided by Excluded Parties.** Pursuant to Section 16.19 the Excluded Parties shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

4.4.1	<b>Workers Compensation Insurance</b>	
	In accordance with limits established by law.	Statutory Limits
4.4.2	<b>Employers Liability Insurance</b>	\$1,000,000
4.4.3	<b>Commercial General Liability Insurance</b>	
	Per Occurrence	\$1,000,000
	Aggregate	\$2,000,000
4.4.4	<b>Automobile Liability Insurance</b>	
	Bodily Injury/Property Damage per Occurrence	\$1,000,000
4.4.5	<b>Aircraft Liability Insurance (if applicable)</b>	
	Per Occurrence	\$5,000,000
	Aggregate	\$5,000,000



**4.5 Pollution Legal Liability Insurance.**

Pursuant to Section 16.20, the Excluded Parties shall provide and maintain minimum coverage amounts as set forth below:

Per Occurrence	\$5,000,000
Aggregate	\$5,000,000

**4.6 Duration and Extent of Insurance Coverage Provided by OCIP.**

4.6.1 **Term and Extent of Coverage for Contractor.** Upon the District's acceptance of completion of the Project and of the work required of the Contractor under the Contract Documents, all coverage afforded to the Contractor under the OCIP will be automatically terminated without further notice or action, with the exception of a ten (10) year extension of coverage for Products and Completed Operations which commences upon completion of the Project and the 24 month warranty/repair general liability coverage extension. Evidence of Contractor's Non-OCIP insurance, as described in Section 16.12 must be in place before Contractor commences corrective work during the warranty period.

4.6.2 **Term and Extent of Coverage for Subcontractors.** When a Subcontractor or Sub-Subcontractor completes its punch list work, completes the online Notice of Completion, and the District accepts as complete the performance of the Subcontractor or Sub-subcontractor on the Project, all coverage afforded to that Subcontractor or Sub-Subcontractor under the OCIP will be terminated without further notice or action, with the exception of a ten (10) year extension of coverage for Products and Completed Operations which commences upon completion of the Project and the 24 month warranty/repair general liability coverage extension. Evidence of Subcontractors and Sub-Subcontractors Non-OCIP insurance, as described in Section 16.13 must be in place before Subcontractors and Sub-Subcontractors commence corrective work during the warranty period.

**5. Minimum Safety Requirements**

**5.1 Minimum Qualifications for Contractor/Subcontractor OCIP Enrollment - THESE SAFETY REQUIREMENTS CANNOT BE MODIFIED.**

- Drug Program – Pre Assignment Oratect or smiliar) within three days of assignment
- 6' Fall Protection, harnesses and lanyards required in lieu of other protective means. Exceptions: ladders, scissor lifts, aerial baskets or scaffolding
- OSHA "Serious" Violations - No more than 5 serious violations within 5 years, with no more than 2 serious repeats in 5 years
- OSHA "Willful" Violations – NONE
- Hardhats & Safety Glasses are required at all times & other Personal Protective Equipment (PPE) required by work being conducted

**5.2 Contractor's and Subcontractors' Minimum Safety Requirements.**

The Contractor must meet the Minimum Safety Requirements. In addition, the Contractor must establish that Subcontractors, who, in the aggregate, will perform at least sixty-five percent (65%) of the work of the total GMP, inclusive of all additive alternates, but exclusive of hazardous materials abatement costs, meet or exceed the Minimum Safety Requirements.

**6. Safety Program and Industrial Safety Record Requirements.** Contractor and all Subcontractors and Sub-Subcontractors must submit all of the following information to the District within 48 hours after the District's request. The District reserves the right to reject a Subcontractor or Sub-Subcontractor bid if any of that information discloses that such bidder is not eligible for OCIP insurance pursuant to criteria established by the District, the OCIP Administrator, ASCIP or the OCIP's underwriter, Liberty Mutual Insurance Company ("Insurance Carrier").

6.1 A copy of a written Injury and Illness Prevention Program (“IIPP”), or, if Contractor, a Subcontractor or Sub-Subcontractor does not have a written IIPP, a detailed narrative statement of the IIPP that the Contractor, Subcontractor or Sub-Subcontractor intends to use in connection with the work on the Project Site. The District requires that the Contractor modify its IIPP as necessary to establish the following warnings and fines for observed safety violations:

6.2 A written statement identifying any and all instances during the last five (5) years in which the Contractor, or its Subcontractors or Sub-Subcontractors were convicted in a state or federal court or administrative action of a “serious violation” and/or “willful violation” of health and safety statutes, regulations, ordinances, orders or other laws. As to each such conviction, the Contractor, Subcontractor or Sub-Subcontractor, respectively, must include a detailed description of the facts upon which such conviction was based. The Contractor, a Subcontractor or Sub-Subcontractor will be ineligible to receive OCIP insurance (and will therefore be ineligible to be awarded a contract for the Project) if, within the last five (5) years, it had (a) more than five (5) “serious” violations, (b) more than two occurrences of the same type of “serious” violation (*i.e.* more than two “serious repeat” violations) or (c) any “willful” violation.

6.3 Contractor’s Worker’s Compensation “Experience Modification Factor” or “Experience Modification Rate” as defined by the State of California Workers’ Compensation Insurance Rating Bureau (WCIRB). Contractor will be ineligible to receive OCIP insurance (and will therefore be ineligible to be awarded a contract for the Project) if its Experience Modification Factor or Experience Modification Rate, including the rates of listed Subcontractors and Sub-Subcontractors exceeds 1.25 as reported by the Workers Compensation Insurance Rating Bureau (WCIRB).

7. **Additional Information.** The District may request additional information from Contractor or any Subcontractor or Sub-Subcontractor to the extent such information is reasonably necessary to allow the District to determine whether Contractor, Subcontractor or Sub-Subcontractor qualifies to receive OCIP insurance under the OCIP. If any Subcontractor or Sub-Subcontractor cannot or will not provide such information within the time requested by the District, the District may reject that bid as non-responsive.

8. **District’s Election to Substitute, Modify or Discontinue OCIP Coverages.** District reserves the right, at its option and without obligation to do so, to modify the OCIP Coverages, (however ASCIP and Arthur J. Gallagher must be notified prior to any changes), or any portion thereof, to procure alternative coverages (provided such coverage is not less than that specified in the Contract Documents), or to request Contractor or any of its Subcontractors or Sub-Subcontractors withdraw from the OCIP. Upon District’s thirty (30) day prior written notice, Contractor, Subcontractors and Sub-Subcontractors, as specified by District in such notice, shall obtain and thereafter maintain during the performance of the work, Workers Compensation, Employer’s Liability and General Liability OCIP Coverages and Builder’s Risk insurance with limits as summarized in Subsections 4.2.1, 4.2.2, 4.2.3 and 4.2.5, and with the scope summarized in Subsection 16.11 below (except that such insurance shall cover both on-Site and off-Site work) all as more fully described in the OCIP Coverages. In such event, District shall require the coverage for the price stated in the Contractor’s GMP, or in the case of a Subcontractor or Sub-contractor, subcontractor their actual, verifiable insurance cost at the time of award. This cost must be substantiated by Contractor, Subcontractor or Sub-Subcontractor by submission of their insurance declaration page(s), man hour reports for the project, and any other information required by the District. If the District makes this election after award, the District shall increase the Guaranteed Maximum Price by change order by the pro rata amount of the substantiated premium price through evidence satisfactory to the District attributable to the remaining work to be performed by Contractor and any designated Subcontractors and Sub-Subcontractors. All insurance secured by the Contractor, Subcontractors or Sub-Subcontractors pursuant to this Article shall be in policies subject to the prior written approval of the District as to form, content, limits of liability, cost and issuing company.

9. **Additional Information to be Provided by the Contractor**

9.1 Provide copies of this Insurance Requirements Exhibit and attachments to all Subcontractors and Sub-Subcontractors who will perform the work of the Project.

9.2 Complete the online enrollment. Instructions on how to enroll and what information is required will be provided upon or prior to execution of the Construction Services Agreement, providing information

pertaining to Contractor. Such information includes, without limitation, the Contractor's industry classification code(s) for work on the Project Site, the Contractor's projected payroll for the Project, and the Contractor's experience modification factor.

**9.3** Cause each of the Subcontractors and Sub-Subcontractors who will perform work or provide materials or services to Contractor in connection with the Project to complete the online enrollment in that same form with respect to those Subcontractors.

**9.4** Provide a certificate (or certificates) of insurance evidencing that Contractor has obtained the insurance required for Enrolled Contractors/Subcontractors.

**9.5** Provide a certificate (or certificates) of insurance evidencing that Contractor has the current ability to obtain insurance required for Excluded Parties.

**9.6** Deliver all of the completed insurance application forms to the District.

**10.** **Audit of Contractor's Project Payroll.** The OCIP Administrator or the Insurance Carrier will conduct an audit of Contractor's Project payroll and that of its Subcontractors of every tier. This service will be provided as part of the OCIP as a means in which to segregate the portion of payroll attributable to the Project and covered by the OCIP insurance ("OCIP Payroll") from that of other operations not covered by the OCIP. There are two reasons for this audit. First, the Insurance Carrier is required to report this information to the Workers' Compensation Insurance Rating Bureau (WCIRB) for calculation of the "Experience Modifier" of Contractor and Subcontractors. Second, and more importantly, it provides Contractor with the necessary documentation to ensure that it will not be charged by its regular Workers' Compensation carrier for payroll generated under the OCIP.

**11.** **Do Not Report OCIP Payroll to Regular Carriers.** If you are enrolled in the OCIP, you should not report your OCIP Payroll to your regular Workers' Compensation and General Liability insurance carriers. You do not have to (and should not) report this, because the Project Site insurance premiums, relative to the OCIP insurance will be paid for by the District under the OCIP. You should not be charged premiums for the Project by your insurance carrier(s). Thus, insurance is a breakeven line item for you on this Project.

**12.** **Monthly Online Payroll Reporting.** The Contractor all Subcontractors of every tier must, on a monthly basis not later than the tenth (10<sup>th</sup>) calendar day of each month, complete the online Monthly Payroll Report Form for the preceding calendar month. Payroll is to be reported on the same site in which enrollment took place.

**13.** **Notice of Work Completion.** Not later than ten (10) calendar days after the Contractor's completion of its work (as defined in the Contract Documents) on the Project, the Contractor shall complete the online Notice of Work Completion on the same site in which enrollment took place. The Contractor shall cause each of its Subcontractors on the Project to also complete the online Notice of Work Completion within ten (10) calendar days following the completion of the Subcontractor's work on the Project.

**14.** **Drug Screening Program.** The Contractor shall submit to any drug-testing and/or drug-free workplace program instituted by the District and/or OCIP Administrator in connection with the OCIP relative to the Project. (See the Drug-Screening Program in the Insurance Manual)

**15.** **Professional Safety Consultant/Compliance with Safety Requirements.** The OCIP Administrator will provide a professional safety consultant to oversee safety procedures on the Project. The Contractor must comply, and must cause its Subcontractors to comply, with the recommendations of that safety consultant and any state or federal OSHA requirements. The safety consultant's recommendations may exceed state or federal OSHA standards.

**16.** **Insurance**

**16.1** **Evidence of OCIP Coverage.**

**16.1.1 Evidence of Contractor's OCIP Insurance:** Provided that the Contractor has enrolled online within 5-days of the execution of the Contract Documents, the District shall deliver to the Contractor Certificates of Insurance evidencing the insurance coverages provided under Section 4.2 for only the Contractor prior to issuance of the Contractor's Notice to Proceed. Failure or refusal of the Contractor to timely and properly deliver its OCIP Enrollment Form may be deemed by the District to be a default of a material obligation of the Contractor, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law.

**16.1.2 Evidence of Subcontractors' OCIP Insurance:** At least five (5) working days prior to any Subcontractor's or Sub-Subcontractor's commencing work on the Site, the Contractor shall require such Subcontractor or Sub-Subcontractor to enroll online. Provided that the Contractor has timely provided such online enrollment, the District shall deliver to the Contractor a Certificate of Insurance evidencing the insurance coverages provided under Section 4.2 for such Subcontractor or Sub-Subcontractor prior to commencement of such Subcontractor's or Sub-Subcontractor's work at the Site.

**16.1.3 No Work at the Site without OCIP Insurance:** Under no circumstances shall any Contractor, Subcontractor or Sub-Subcontractor eligible for coverage under the District's OCIP commence work at the Site without enrolling online and without having received an OCIP Certificate of Insurance issued in the name of such Contractor, Subcontractor or Sub-Subcontractor. It is the sole responsibility of the Contractor to ensure that all Insured Contractors/Subcontractors performing Insured Work of the Project are properly and timely enrolled in the District's OCIP program. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor's failure or refusal to ensure that all Insured Contractors/Subcontractors are properly and timely enrolled in the District's OCIP result in any adjustment of the Guaranteed Maximum Price or contract time.

**16.2 Maintenance of Insurance:** the District shall maintain insurance as set forth in Subsections 4.2.1 through 4.2.5, inclusive, without interruption from the date of commencement of the work until the time set forth in Subsections 4.6.1 and 4.6.2. The District shall maintain Completed Operations coverage for a period of ten (10) years after completion.

**16.3 Substitute Insurance:** In the event the District is unable to furnish, or after commencement of the Work elects not to furnish or to continue to furnish the insurance coverage described in Section 4.2, or any portion thereof, and upon thirty (30) days' written notice from the District to the Insured Contractors / Subcontractors, the District may, in its sole discretion (a) procure and provide to Insured Contractors/Subcontractors at the District's expense substantially similar insurance reasonably available at such time; or (b) require the Contractor to secure and maintain all or as much of the insurance herein described as the District designates at the District's cost as provided in Section 8 above. All insurance secured by the Contractor, Subcontractors or Sub-Subcontractors pursuant to this Section shall be in policies subject to the prior written approval of the District as to form, content, limits of liability, cost and issuing company.

**16.4 No Waiver of Contract Obligations:** Nothing contained in this Exhibit shall be construed to relieve or limit the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties of responsibility or obligations imposed by the Contract Documents or in equity or at law, including but not limited to the extent to which the Contractor may be held legally liable for damages to persons or property. Nothing contained in this Exhibit shall be construed as the District's assumption of any responsibility for construction means, methods, techniques, sequences, procedures, safety precautions or programs for the Project, all of which remain the sole responsibility of Contractor, or for acts or omissions of the Contractor, Subcontractors, Sub-Subcontractors, Excluded Parties, or their respective agents or employees, or of any other persons performing portions of the Work.

**16.5 Waivers of Subrogation:** Contractor hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees, representatives and consultants, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective agents, officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to Section 4.2.

**16.6 District's Right to Audit:** The Contractor warrants to the District the accuracy of the information provided in connection with its participation in the District's OCIP and agrees that the District, its officers, agents, representatives, insurance carriers and OCIP Administrator may audit the records, including but not limited to payroll records and insurance records of the Contractor, Subcontractors and Sub-Subcontractors to confirm the accuracy of information provided and to evaluate the effect, if any, on insurance resulting from changes in the work. Any such audits will be conducted during the Contractor's normal business hours at the office of the Contractor or at another mutually agreeable location. The Contractor shall maintain or cause to be maintained sufficient records as may be necessary to audit its compliance and that of Subcontractors and Sub-Subcontractors with the requirements of the OCIP.

**16.7 Assignment of OCIP Refunds and Dividends:** Contractor, its Subcontractors and Sub-Subcontractors, in consideration of the agreement of District to arrange insurance and pay premiums as provided by Section 4.2 for the Contractor, Subcontractors and Sub-Subcontractors, and for other good and valuable consideration, assigns to District all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP policies. Contractor shall require all Subcontractors and Sub-Subcontractors to assign to District all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP policies.

**16.8 Deductible for Builder's Risk Insurance:** Contractor shall be responsible for the first **Five Thousand Dollars (\$5,000)** of each loss or damage covered by the Builder's Risk Insurance provided by the District which is caused by the Contractor or any Subcontractor or Sub-Subcontractor or for which the Contractor, Subcontractor or Sub-Subcontractor is liable, and for all uninsured losses. No loss or damage, if any, incurred hereunder shall excuse Contractor's complete and satisfactory performance of the provisions of the Contract Documents.

**16.9 Contractor Responsibility to Repair Damaged Work:** Notwithstanding the provisions of this Exhibit, and until the work is completed and accepted by the District, the Contractor shall have full and complete charge and care of and shall bear all risk of loss of, and injury or damage to, the work or any portion thereof (including District furnished supplies, material, equipment or other items to be utilized with or incorporated in the work) to the fullest extent of the law. The Contractor shall rebuild, repair, restore and make good losses of, and injuries or damages to, the work or any portion thereof (including District furnished supplies, material, equipment or other items to be utilized with or incorporated in the work) before the work is completed and accepted. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense; provided, however, that District will make available applicable proceeds from the Builder's Risk insurance provided under the District's OCIP.

**16.10 Adjustment of OCIP Claims:** The Contractor, Subcontractors, Sub-Subcontractors and Excluded Parties shall assist the District, its agents and the OCIP Administrator and provide the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's Insurers in claims and demands that arise out of the work and that the Insurers are called upon to adjust or resist.

**16.11 OCIP Coverages; No District Warranty:** The District does not warrant or represent that the OCIP coverages constitute an insurance portfolio that adequately addresses the risks of the Contractor, Subcontractors or Sub-Subcontractors. The Contractor, Subcontractors and Sub-Subcontractors shall satisfy themselves as to the existence, extent and adequacy of the OCIP coverages prior to the commencement of work under the Contract Documents.

**16.12 Insurance Provided by Contractor / Subcontractors:** The Contractor shall, until the work is completed and accepted, provide and maintain insurance and shall require each Subcontractor and Sub-

Subcontractor (except Excluded Parties covered under Section 16.19) to provide and maintain insurance of the type and in the limits as set forth below and in Section 4.3. Except as otherwise provided by the Builder's Risk insurance and the 24 month warranty/repair coverage general liability extension, the Non-OCIP insurance is intended to cover employee injury for work performed away from the Project Site and for work of the Project performed after completion, including but not limited to corrective work performed during the warranty period. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form and is subject to the following:

16.12.1 In the event one of the insureds incurs liability to any other of the Insureds, these policies shall provide protection for each insured against which claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

16.12.2 Notice of occurrences or claims under the policies shall be made to the District's Representative.

**(a) Workers' Compensation/Employer's Liability Insurance:** The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.19) to provide Workers' Compensation/Employer's Liability insurance in the statutory limits of the workers' compensation laws of the State of California, including Coverage B – Employers Liability, in an amount not less than that specified in Subsections 4.3.1 and 4.3.2, respectively, for Project-related operations occurring away from the Project Site and for work of the Project after completion.

**(b) Commercial General Liability Insurance:** The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.19) to provide Commercial General Liability insurance in a form providing coverage not less than that of an ISO Commercial General Liability coverage form (occurrence form) 1998 edition or later for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, completed operations, with contractual liability coverage (for contracts related to the work), personal injury liability and excess Employer's Liability, for personal injury, bodily injury and property damage arising out of the work, for operations away from the Project Site and after completion in policies of insurance with limits in an amount not less than that specified in Subsection 4.3.3.

**(c) Automobile Liability Insurance:** The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.19) to provide Automobile Liability insurance covering all owned, non-owned and hired automobiles, trucks, and trailers of the Contractor, Subcontractors and Sub-Subcontractors. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits not less than that specified in Subsection 4.3.4 for occurrences both at and away from the Project Site.

**(d) Aircraft Liability Insurance:** If aircraft are used by the Contractor, Subcontractors, Sub-Subcontractors or anyone else on their behalf, such Contractor, Subcontractor, Sub-Subcontractor or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Contractor, Subcontractor, Sub-Subcontractor or anyone else, with limits in an amount not less than that specified in Subsection 4.3.5.

**16.13 Evidence of Contractor's Non-OCIP Insurance:** Concurrently with delivery of the executed Contract Documents, Contractor shall deliver to the District Certificates of Insurance evidencing the Contractor's Non-OCIP insurance coverage required by Sections 4.3 and 16.12. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. Under no circumstances shall Contractor commence work at the Site without having submitted to the District Certificates of Insurance for all Non-OCIP insurance to be provided by the Contractor. Contractor's failure to timely provide the District with all Non-OCIP Certificates of Insurance shall not result in any adjustment of the Guaranteed Maximum Price or Contract Time. The Certificates of Insurance and the insurance policies required by Sections 4.3 and 16.12 shall contain a provision that coverage afforded under such policies will not be canceled or allowed to expire without at least thirty (30) days' prior written notice to: District, District Service Center, attn: Contracts Administrator. Should any policy of insurance required under Section 4.3 be canceled and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. Upon District's request, the Contractor shall furnish satisfactory proof of coverage of each type of Non-OCIP insurance required by the Contract Documents, including copies of the insurance policies or renewals or replacements in form and content acceptable to the District; failure of the Contractor to comply with the District's request may be deemed to be a default of a material obligation of the Contract Documents.

**16.14 Evidence of Subcontractors' Non-OCIP Insurance:** Contractor shall require that every Subcontractor or Sub-Subcontractor (except Excluded Parties covered under Section 16.19) obtain and maintain the policies of insurance set forth in Section 4.3 herein. The limits of liability of such policies shall be as set forth in Section 4.3. Each of the policies of insurance obtained and maintained by a Subcontractor or Sub-Subcontractor hereunder shall conform to the requirements of Section 16.12. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Subcontractors and Sub-Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of Sections 4.3 and 16.12. Failure or refusal of the Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

**16.15 No Work at the Site without Non-OCIP Insurance:** Under no circumstances shall any Contractor, Subcontractor or Sub-Subcontractor (except Excluded Parties) commence Work at the Site without having all Non-OCIP insurance issued and in effect in accordance with the provisions of Sections 4.3 and 16.11. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation under the Contract Documents. Under no circumstances shall Contractor's failure or refusal in this regard result in any adjustment of the Guaranteed Maximum Price or contract time.

**16.16 Contractor Insolvency:** In the event that a General Contractor or a Prime Contractor defaults on their financial obligation to the District, it is the responsibility of the District to notify the ASCIP OCIP of the default. Before a new contractor is selected by the surety, the contractor must meet the ASCIP OCIP safety requirements before they can be considered for replacement.

**16.17 Additional Insurance:** Pursuant to the provisions of Government Code §4420(b) (5), nothing contained in the Contract Documents or otherwise shall prohibit the Contractor, its Subcontractors, any Sub-Subcontractor or any other entity providing or performing work of the Project from purchasing any additional insurance or coverage which he, she or it believes is necessary to protect such person or entity from any liability arising under the Contract Documents, the Project or the work. Any such additional insurance procured by such person or entity shall be at the procuring party's sole expense.

**16.18 Waivers of Subrogation:** Contractor hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees, representatives and consultants, Project Manager, Architect, IOR and OCIP Administrator, and their respective agents,

officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to Sections 4.3 and 4.4.

**16.19 Insurance Provided by Excluded Parties:** The Contractor shall require all Excluded Parties to provide and maintain insurance of the type and limits set forth below and in the Section 4.4. Such insurance shall name the parties required to secure same as insureds and shall be in a form and through issuing companies acceptable to the District. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form. Such insurance shall contain a defense of suits provision and shall provide the coverages set forth in Section 4.4 under the following conditions:

(a) Notwithstanding any inconsistent statement in the policies obtained by Contractor and/or Excluded Parties, or any endorsement or certificate attached thereto, it is agreed that the District, its officers, agents, employees and representatives, Project Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, are additional insureds (for all coverages except Workers' Compensation/Employer's Liability), and that coverage is provided for all operations, uses, occupation, acts and activities of such insureds under the Contract Documents, as may be amended or adjusted, regardless of whether liability is attributable to the insured or a combination of the insured and one or more additional insureds. The Contractor shall name, and shall require the Excluded Parties to name, the District, its officers, agents, employees and representatives, the Project Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, as additional insureds under the policies required pursuant to Section 4.4. As to the insurance required by Section 16.19.2, such additional insured status shall be provided and maintained using ISO additional insured endorsement CG 20 10 (11/85 edition), or a substitute providing equivalent coverage. The additional insured status required herein as to Section 16.19.2 shall be maintained on behalf of all specified parties for a period of ten (10) years after the work is completed and accepted. Upon the District's request, the Contractor and/or Excluded Party shall provide copies of all additional insured endorsements procured pursuant to this Section.

(b) The coverage provided by the policies obtained by Contractor and/or Excluded Parties is primary coverage and non-contributing with insurance, if any, carried by the District, its officers, agents, employees and representatives, the Project Manager, Architect, IOR or OCIP Administrator, and their respective officers, agents, employees and representatives. All such additional insured endorsements issued thereon shall be so endorsed.

(c) In the event one of the insureds incurs liability to any other of the insureds, these policies shall provide protection for each insured against which claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

(d) Notice of occurrences or claims under the policies shall be made to the District's Representative.

**16.19.1 Workers' Compensation/Employer's Liability Insurance:** The Contractor shall require all Excluded Parties to provide Workers' Compensation/Employer's Liability insurance in the statutory limits of the workers' compensation laws of the State of California, including Coverage B – Employer's Liability, in an amount not less than that specified Subsections 4.4.1 and 4.4.2, respectively, covering operations of the party in connection with the work both at and away from the Project Site.

**16.19.2 Commercial General Liability Insurance:** The Contractor shall require all Excluded Parties to provide Commercial General Liability Insurance in a form providing coverage not less than that of an ISO Commercial General Liability coverage form (occurrence form) 1998 edition or later for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, products and completed operations (for ten (10) years after the work is completed and accepted), with contractual liability coverage



(for contracts related to the work), personal injury liability and excess Employer's Liability, for personal injury, bodily injury and property damage arising out of the work in policies of insurance with limits in an amount not less than that specified in Subsection 4.4.3.

**16.19.3 Automobile Liability Insurance:** The Contractor shall require all Excluded Parties to provide Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the Excluded Parties. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits in an amount not less than that specified in Subsection 4.4.4 for occurrences both at and away from the Project Site.

**16.19.4 Aircraft Liability Insurance:** If aircraft are used by an Excluded Party or anyone else on their behalf, such Excluded Party or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Excluded Party or anyone else, with limits in an amount not less than that specified in Subsection 4.4.5.

**16.20 Evidence of Excluded Parties' Insurance:** Contractor shall require that every Excluded Party obtain and maintain the policies of insurance set forth in Sections 4.4 and 16.19.1 through 16.19.4 herein. The limits of liability of such policies shall be as set forth in Section 4.4. Each of the policies of insurance obtained and maintained by an Excluded Party hereunder shall conform to the requirements of Section 16.19. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Excluded Parties have obtained and maintained policies of insurance in conformity with the requirements of Section 16.19. Failure or refusal of the Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

**16.21 No Work at the Site without Excluded Parties' Insurance:** Under no circumstances shall any Excluded Party commence work at the Site without having all insurance issued and in effect in accordance with the provisions of Section 16.19. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor's failure or refusal in this regard result in any adjustment of the Guaranteed Maximum Price or contract time.

**16.22 Pollution Legal Liability Insurance:** Contractor (if performing or providing any hazardous waste services, abatement or otherwise, of any type or description for the Project) shall provide and maintain, and shall require any other person or entity performing such services to provide and maintain (hereinafter collectively referred to as "Hazardous Waste Contractor"), insurance covering losses caused by pollution conditions that arise from the operations, including the completed operations, of such Hazardous Waste Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs and defense, including costs and expenses incurred in the investigation, defense or settlement of claims. The policies of insurance affording these coverages shall be written with limits in an amount not less than that set forth in Section 4.5. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants. The policies of insurance issued hereunder shall be written by an insurer acceptable to the District and shall be endorsed to include as insureds the District, its officers, agents, employees and representatives, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives. If coverage is written on a claims-made basis, the Hazardous Waste Contractor shall warrant that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years after the work is completed and accepted. If coverage is written on an occurrence basis, the District, its officers, agents, employees and representatives, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, shall be named as insureds on the Hazardous Waste

Contractor's pollution legal liability policies for operations, including completed operations, relating to, or arising out of, work for the Project for a period of ten (10) years after the work is completed and accepted. At least five (5) working days' prior to any Hazardous Waste Contractor's commencing Work on the Site; Contractor shall provide the District with Certificates of Insurance evidencing the coverage required hereunder.

**16.23 Contractor Obligations:** Contractor agrees to comply with any and all terms and conditions of the policies of insurance provided by District and to comply with any and all claims handling procedures, loss prevention programs and other programs required by or related to the District's OCIP as set forth herein. Contractor shall require Subcontractors, Sub-Subcontractors and all others covered by the District's OCIP insurance policies to so comply. Contractor, its Subcontractors and Sub-Subcontractors shall furnish to the District, its OCIP Administrator, its designee or the insurers under the OCIP policies all information and documentation that such entity may require from time to time in connection with the issuance of policies under The Contract Documents or the administration of the OCIP in such form and substance as such entity may prescribe and promptly comply with the recommendations of the OCIP insurers. Contractor shall not violate, or knowingly permit to be violated; any conditions of the policies of insurance provided by the District hereunder and shall at all times satisfy the requirements of the insurers issuing them. Contractor shall assure that all OCIP requirements imposed upon and to be performed by the Contractor shall likewise be imposed upon, assumed and performed by each Subcontractor and Sub-Subcontractor. If the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties should fail to comply with the requirements of this Section, the District may withhold payment due to the Contractor or suspend the work at the Contractor's sole expense and without adjustment of the Guaranteed Maximum Price or contract time until such time as the Contractor, its Subcontractors, Sub-Subcontractors and/or Excluded Parties have performed such obligations to the reasonable satisfaction of the District.

**16.22** Minimum safety requirements cannot be changed by the District and or by the District representatives.

### **Disclaimer**

It is recommended that these documents be reviewed by counsel before insertion into the Contract Documents. Any changes to these documents must be reviewed by our office before including in any Contract Document. No changes can be made to any of the safety requirements listed herein.

Please send a copy of your final Contract Document language regarding OCIP insurance provision to Arthur J. Gallagher & Co.



*How do I remove the insurance cost relating to the OCIP from my Bid?* You will need to determine what you will pay for insurance for this particular project if your regular insurance carrier(s) were to provide the coverage for your work.

**PROJECTED WORKER'S COMPENSATION INSURANCE COST**

**STEPS 1** - Determine the on-Site payroll for the job by multiplying the total estimated job hours and the prevailing wage rate.

Labor Description	Worker's Comp Class Code	Total Estimated Job Hours	Multiply by Wage Rate	Total Estimated Payroll
Masonry > \$19 hr	5028	300	\$23.05	\$6,915

**STEP 2** – Multiply the Estimated Payroll by your regular Workers' Compensation Rate and Divide by 100.

Worker's Comp Class Code	Total Estimated Payroll	Rate per \$100 payroll		WC Premium
5028	6,915	20.91	a)	1,445.92
<p><b>STEP 3</b> – If you have Employer Liability on regular Work Comp policy, multiply this amount by your EL Increased Limit rate (For this example use 3.30) and divide by 100.</p> <p><math>\\$1,445.92 \times 3.30 = \\$4,771.53</math>  <math>\\$4,771.53 \div 100 = \\$47.71</math></p>			b)	47.71
<b>SUBTOTAL</b>				<b>1,493.63</b>
<p><b>STEP 4</b> – Take the Experience Modifier Rate shown on your Work Comp policy and multiply it by the subtotal above. (For this example use 1.25)</p> <p><math>\\$1,493.63 \times 1.25 = \\$1,867.03</math></p>			<b>Modified Premium</b>	<b>1,867.03</b>
<p>NOTE – In addition to the above basic calculation, your existing work comp carrier may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium). Please contact your agent if you require assistance.</p>				

**BEFORE YOU BEGIN...**

If you do not already have a copy of your own Workers' Compensation & General Liability Policy, you should contact your Workers' Compensation and General Liability broker and obtain the rates and credits that apply on your existing policies.



**PROJECTED GENERAL LIABILITY INSURANCE COST**

**STEP 5** – To determine the cost associated with General Liability coverage, you must know the rate and premium basis that your insurance carrier uses. General Liability premiums can be based on payroll, contract value, or receipts and the premium rates can be applied per 100 or per 1,000.

Class Code	Premium Basis	Rate per \$100 or per \$1000	GL Premium
97447	Estimated Payroll: \$6,915	2.98 Per 100	\$206.06
$\$6,915 \times 2.98 = \$20,606.70$ $\$20,606.70 \div 100 = \$206.06$			
NOTE – In addition to the above basic calculation, your existing General Liability carrier may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium). Please contact your agent or call the OCIP Administrator (949) 349-9859 if you require assistance.			

**STEP 6** – Combine Project Workers’ Compensation Insurance Cost and General Liability Insurance Cost.

Workers’ Compensation Insurance Cost	1,867.03
General Liability Insurance Cost	206.06
<b>TOTAL INSURANCE COST FOR OCIP PROJECT</b>	<b>2,073.09</b>

**STEP 7** – Estimate your costs for the job and subtract insurance cost for coverage provided by the OCIP.

Original Bid Amount	\$24,000.00
Projected Insurance Cost	-2,073.09
<b>Adjusted Bid Amount **</b>	<b>\$21,926.91</b>

If you have any question regarding the above calculations please determine the total work hours for this project and contact your insurance broker for assistance in determining your deductions. If you leave your insurance cost in the bid and your competitor removes it he/she should be the lower bidder with all factors being equal.



## Form Completion Instructions - Insurance Cost Worksheet

These costs should NOT be included in your bid. The purpose of this worksheet is to identify the cost that you have or will exclude from your bid.

### COMPLETION INSTRUCTIONS

1. **Contractor/Subcontractor Information:**
  - Fill in your company's complete legal name and d.b.a. including names of partners, sole proprietor's name, or joint venture partners.
  - Enter your appropriate Federal Employers Identification (if you are a sole proprietor, this may be your social security number)
2. **Bid Information:**
  - Contract Amount = your gross contract value before you subtract the amount you will subcontract.
  - Self Performed = the dollar amount or percentage of the Contract Amount that you will retain.
  - Subcontracted = the dollar amount or percentage of the Contract Amount that you will subcontract. If you enter an amount here, please be sure to complete Section 7 so that we can get the appropriate enrollment forms to your subcontractors.
3. **Your Contact Information:**
  - If you enter an email address for one of your contacts, we will attempt to send future correspondence to you at that email address. If you do not have an email account, or prefer to be contacted via fax, please leave the email address blank.
4. **Workers' Compensation Insurance Information:**
  - You will need to enter each WC Class Code that will apply to your work related to this contract. Enter the estimated payroll for this contract for each Class Code.
  - In general, to calculate your Worker's Compensation Premium you will need to make the following calculations:
    - i.  $(\text{Rate per } \$100 \text{ of Payroll} \times \text{Estimated Payroll}/100) = \text{WC Premium}$ .
    - ii.  $\text{WC Premium} \times \text{Increased Limits Factor} = \text{Limits Premium}$
    - iii.  $\text{Subtotal of WC Premium} + \text{Limits Premium} \times \text{Experience Modifier} = \text{Modified Premium}$
    - iv. Profit & overhead = the amount of profit & overhead charged to this job.



5. **Subcontracted Work associated with this Contract:**
- In addition to the above basic calculations, your insurance company may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium).
  - Include the Profit & Overhead charge you would include if your insurance costs were included in your bid.
  - You may want to have your insurance agent help you fill out this section as each insurance company calculates premium in a slightly different manner.
  - If you do not have an insurance agent or just want to have help filling this section out, please contact us.
  - Please attach a photocopy of your Worker's Compensation policy's declarations page.
  - Please include as much information as you can about the work you intend to subcontract so that we can get the appropriate enrollment forms to your subcontractors.

An authorized representative of your company must sign and date this worksheet.

**1. Contractor Information**

Federal ID # \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_

**2. Bid Information - see section 5 if you are subcontracting any work**

Contract/Bid# \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
 If you are a subcontractor, who are you contracted with? \_\_\_\_\_

Contract Amt: _____
Self Performed: _____
Subcontracted: _____

Contract awarded on (date): \_\_\_\_\_  
 This work expected to start (date): \_\_\_\_\_

**3. Your contact information Please indicate the person responsible for each item below:**

Contact Type	Name	Telephone#	Fax #	Email
Payroll				
Insurance				

**4. Worker's Compensation Insurance Information**

WC Class Code	Labor Description	Estimated Job Hours	Estimated Payroll	Rate per \$100 Payroll	WC Premium = (Payroll/100 X Rate)

Sub-Total: \_\_\_\_\_  
 Employer's Liability Increased Limits Factor \_\_\_\_\_  
 Limits Premium= (Sub-Total X Increased Limits Factor): \_\_\_\_\_  
 (WC Premium Sub-total + Limits Premium) = Sub-Total: \_\_\_\_\_  
 Experience Modifier: \_\_\_\_\_  
 Modified Premium = (Limits Premium X Experience Modifier): \_\_\_\_\_  
 Describe other credit or debit applied: \_\_\_\_\_  
 Describe other credit or debit applied: \_\_\_\_\_  
 Describe other credit or debit applied: \_\_\_\_\_  
 Describe other credit or debit applied: \_\_\_\_\_  
 Profit & Overhead: \_\_\_\_\_  
 Premium Total = (Modified Premium X credits & debits+ Profit & Overhead): \_\_\_\_\_

**5. Subcontracted Work associated with this Contract:**

Subcontractor Name	Contract #	Contract Amt	Contact Name	Contact Phone #

I hereby warrant that this worksheet accurately reflects the total projected insurance costs (for bidder and all subcontractors associated with this work) that would apply if my regular insurance program were to provide coverage for this work. Attached are the worksheets for the subcontractors associated with this work.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Send this form to:**  
 Andrea Reynolds, Assistant Superintendent, Facilities & Operations  
 dbennett@ljsd.org  
 (562) 755-8567  
 11019 Valley Home Avenue  
 Whittier, CA 90603



**EXHIBIT "K"**  
**OCIP PROJECT MANUAL**

**Division 1 Forms**

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: \_\_\_\_\_

\_\_\_\_\_

COST (This cost shall not be exceeded): \_\_\_\_\_

TIME FOR COMPLETION: \_\_\_\_\_

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.

\_\_\_\_\_  
Architect

\_\_\_\_\_  
District

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16 of the Construction Services Agreement); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: \_\_\_\_\_.

\_\_\_\_\_  
Architect

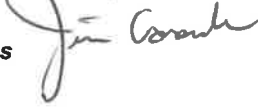
**PURCHASE ORDERS FOR BOARD APPROVAL**  
**May 3, 2021**

NO#	VENDOR	DESCRIPTION	AMOUNT
86385	DIGITAL BUYER	MAINTENANCE-CLAMPS FOR DESK SHIELDS	\$ 412.20
86386	CINTAS	THERMOMETERS	\$ 775.26
86387	CINTAS	THERMOMETERS, WIPES	\$ 969.08
86388	SOUTHWEST SCHOOL SUPPLY	D.O., RANCHO-FLAGS	\$ 250.00
86389	BRUCE CAMPBELL	EL PORTAL, GROUNDS, DIRT	\$ 500.00
86390	OAK HALL INDUSTRIES	GRADUATION GOWNS-RS	\$ 6,592.00
86391	CURRICULUM ASSOCIATES	STANDARDIZED RECORD BOOK	\$ 139.82
86392	APPLIED BEST PRACTICES	ADDITIONAL CHARGES, BOND SERVICES	\$ 1,428.50
86393	SOUTHWEST SCHOOL SUPPLY	DESK SHIELDS-RS, DESK GUARDS TRI-FOLD	\$ 4,516.88
86394	CAL LEAGUE OF SCHOOLS	VIRTUAL CONFERENCE	\$ 358.00
86395	LEARNING A-Z	SOFTWARE FOR KINDER CLASSES 1 YR. SUBSCRIPTION	\$ 432.00
86396	SCHOLASTIC BOOKS	BOOKS	\$ 473.66
86397	ARAMARK	LJSD SHIRTS-HOLLY & AMANDA	\$ 90.35
86398	BULKBOOKSTORE.COM	OLITA, BOOK ORDER	\$ 169.56
86399	GOPHERSPORT.COM	OLITA-SST SCOOTERS	\$ 384.93
86400	TRIMARK, INC.	UTILITY CARTS	\$ 8,623.53
86401	XCELL INC.	MACBOOK PRO A2159 SCREEN REPLACEMENT	\$ 465.00
86402	PRO-ED	RATING SCALES (25)	\$ 39.77
86403	BUENA PARK PLAQUE & TROPHY	MAGNA AWARDS	\$ 1,009.45
86404	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	WEBINAR-3/29/21	\$ 500.00
86405	DATA RECOGNITION CORPORATION	LAS LINKS ONLINE HAND SCORING	\$ 8,850.00
86406	SENTRY SIGNS AND PRINTING	SIGNS	\$ 620.16
86407	FM THOMAS AIR CONDITIONING	MAINTENANCE-SERVICES	\$ 565.00
86408	D'ANGELO	SERVICES	\$ 178.61
86409	SIGLER	SERVICES	\$ 328.00
86410	LJSD TECH DEPT.	CHARGERS-IN HOUSE	\$ 80.00
86411	AERIES SOFTWARE	ONLINE ENROLLMENT 2021-22	\$ 6,400.00
86412	THINKING MAPS, INC.	COMMUNITY INDIVIDUAL LICENSE-1 YEAR	\$ 2,400.00
86413	WESTONE	CUSTOM EAR PIECE MOLD	\$ 103.57
86414	FLY FIVE	SOCIAL EMOTIONAL LEARNING MATERIALS	\$ 600.00
86415	RIVERSIDE INSIGHTS	SCORE REPORTS	\$ 429.29
86416	COYOTE FLORAL	FLOWER ARRANGEMENTS	\$ 320.00
86417	SENTRY SIGNS AND PRINTING	KINDERGARTEN BANNERS	\$ 1,234.80
86418	CANELA SOFTWARE	20/20 VISION SOFTWARE-APRIL & MAY 2021	\$ 66.00
86419	LEARNING A-Z	HEADSPROUT LICENSE-3 YEARS	\$ 2,332.80
86420	COMMUNITY CARE LICENSING DIVISION	LICENSING FEE-MAYBROOK PRESCHOOL	\$ 968.00
86421	SMART WHALE CONTROL	UV-C LIGHT AND BULBS	\$ 24,255.00
86422	ENCORP	ASBESTOS AIR MONITORING & FINAL CLEARANCES-OLITA	\$ 1,250.00
86423	GAMA CONTRACTING SERVICES, INC.	REMOVE & DISPOSE OF FLOORING-OLITA	\$ 2,510.00
86424	DATA RECOGNITION CORPORATION	LAS LINKS ONLINE HAND SCORING	\$ 3,302.00
86425	RESPONSIVE CLASSROOM	4 DAY ELEM CORE COURSE REGISTRATION	\$ 9,948.00
86426	ABE'S PLUMBING, INC.	HYDRO JET SEWER SYSTEM, RS	\$ 1,800.00
86427	YORK TOWN	TONER AND DRUM UNIT	\$ 116.00
86428	AMERICAN SCHOLARSHIP -ASPA	PUBLICATION FOR NEWSPAPER	\$ 70.00
86429	A-TECH CONSULTING, INC.	HAZARDOUS MATERIALS TESTING-JORDAN ELEMENTARY	\$ 20,965.00
86430	HAUFFE CO	DSA ON SITE INSPECTOR OF RECORD SERVICES	\$ 188,160.00
86431	ALL AMERICAN INSPECTIONS INC.	DSA IN PLANT INSPECTION SVCS CONSTRUCTION MOD BLDGS	\$ 22,000.00
86432	CENGAGE LEARNING	BIG IDEAS MATH - 6TH GRADE	\$ 869.28
86433	MYSTERY SCIENCE	SCHOOL MEMBERSHIP	\$ 799.00
86434	BUENA PARK PLAQUE & TROPHY	VASES-YEARS OF SERVICE	\$ 77.58
86435	HOUGHTON MIFFLIN	MATERIALS FOR 3RD GRADE	\$ 813.37
86436	VOID	VOID	\$ -
86437	CENGAGE LEARNING	BIG IDEAS MATH MATERIALS-7-8TH GRADE	\$ 13,958.70
86438	HOUGHTON MIFFLIN	GO MATH-K-5TH GRADE MATERIALS, 3 YEAR TERM	\$ 89,881.52
86439	RJN INVESTIGATIONS	HR/BUS SVCS- SERVICES	\$ 5,000.00
86440	SENTRY SIGNS AND PRINTING	ALUMINIUM SIGNS	\$ 2,857.95
86441	NASSP	NJHS RENEWAL	\$ 385.00
86442	MYSTERY SCIENCE	2021-2022 SCHOOL YEAR MEMBERSHIP RENEWAL	\$ 1,249.00

86443	RIFTON	SPED-EQUIPMENT-MG	\$	2,386.80
86444	SCHOOL DATE BOOKS	CALENDARS	\$	874.87
86445	APPLE STORE	MACBOOK PRO-J. MARTIN	\$	1,326.90
86446	FM THOMAS AIR CONDITIONING	HVAC REPAIR-RANCHO STARBUCK	\$	1,107.00
86447	ORBIT EVENT RENTALS	CHAIR RENTAL-RANCHO STARBUCK	\$	4,330.00
86448	FM THOMAS AIR CONDITIONING	HVAC REPAIR-MAYBROOK	\$	1,215.00
86449	ROCHESTER 100	BINDERS	\$	540.00
			<b>\$</b>	<b>455,654.19</b>

*Respectfully Submitted,*

*Jim Coombs*



**Superintendent of Schools**

"B" WARRANTS FOR BOARD APPROVAL ON:  
**May 3, 2021**

"B" WARRANT DOCUMENTS : 1153 - 1583, 3070 - 3081

<b>1,799,653.40</b>
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THE FOLLOWING "B" WARRANT VOUCHERS ARE INCLUDED IN THE ABOVE SEQUENCE OF NUMBERS SUBMITTED FOR APPROVAL. ANY INTERRUPTIONS IN THE SEQUENCE ARE DUE TO THE VOUCHER BEING HELD FOR AUDIT BY LACOE AND RELEASED AT A LATER DATE. THE 3000s INDICATE A NUTRITION SERVICES PAYABLE.

NO.	VENDOR	AMOUNT
1153	JAMES HARDWARE CO-MAINT-SUPPLIES	62.37
1293	ICS SERVICE CO-OLITA, SERVICES	725.93
1294	LEADER SERVICES-SPEC ED, SUPPLIES	181.86
1318	GHATAODE BANNON ARCHITECTS-MACY, SUPPLIES	29,940.26
1318	GHATAODE BANNON ARCHITECTS-MACY, SUPPLIES	29,940.26
1326	AMERICAN FIDELITY-VOLUNTARY DEDUCTIONS	19,003.09
1327	CSEA- DISTRICT, UNION DUES	3,229.24
1328	LECIA GUNSALUS-JOR, PURCHASE REIMBURSEMENT	93.58
1329	DEBRA LEES-MAYBROOK, CONTRACT SVCS	1,400.00
1331	GT DESIGN-RS, SUPPLIES	314.81
1336	THE TAO FIRM-BUS SERVICES, CONTRACT SVCS	175.00
1337	ULINE-EL PORTAL, SUPPLIES	559.96
1346	IMPERIAL SPRINKLER SUPPLY-OLITA, SUPPLIES	1,147.58
1347	HOME DEPOT PRO-ALL SITES, MATERIALS, SUPPLIES	4,155.88
1348	WARE DISPOSAL-ALL SITES, UTILITIES, SERVICES	1,620.30
1351	MARIKATE ELMQUIST-PURCHASE REIMBURSEMENT	728.27
1354	CHRISTIAN PENUELAS-DISTRICT-CONTRACT SVCS	7,000.00
1355	LJSD-REV CASH FUND REPLENISH FUNDS	2,375.00
1356	TANA CARMICHAEL-RS, SUPPLIES	1,657.00
1357	WILLIAM MACGILL-HEALTH ROOM SUPPLIES	618.36
1364	F.M. THOMAS-NUTRITION- SUPPLIES	72,130.00
1366	PAOLO ANDRES-RS, SUPPLIES	102.16
1367	DIXIE LORD-RS, PURCHASE REIMBURSEMENT	106.64
1368	KRISTA VAN HOOGMOED-OLITA, PURCHASE REIMBURSEMENT	441.32
1369	ROBERT LICKFELT-OLITA, SUPPLIES	24.26
1370	AUDRA SCHAAP-OLITA, PURCHASE REIMBURSEMENT	108.25
1371	MRS. NELSON'S BOOK CO-RS,SUPPLIES	65.91
1372	GALLAGHER PEDIATRIC -SPEC ED, CONTRACT SVCS	735.30
1373	JW PEPPER-RS, SUPPLIES	670.13
1374	OCDE-CURR, SUPPLIES	3,000.00
1375	LASER PLUS IMAGING-MAINTENANCE, SUPPLIES	1,236.21
1376	LAKESHORE LEARNING- JORDAN, MATERIALS	374.50
1377	ALLSTATE SIGN/PLAQUE-MG,SUPPLIES	314.00
1378	BUG FLIP-ALL SITES, MONTHLY SERVICE	1,310.00
1379	GLASBY MAINTENANCE-JOE, MG,RS- SUPPLIES	4,635.75
1380	GLASBY MAINTENANCE-EP,MA,OL, SUPPLIES	959.41
1381	THE HOME DEPOT-GROUNDS, M&O, SUPPLIES	3,053.66
1382	PEST OPTIONS-EP, MACY, PEST CONTROL	255.00
1383	KRISTA VAN HOOGMOED-OLITA, PURCHASE REIMBURSEMENT	83.79

1384	AUDRA SCHAAP-OLITA, PURCHASE REIMBURSEMENT	224.96
1385	GRACIA HAWORTH-OLITA, PURCH REIMBURSEMENT	66.12
1386	ALISON SAIIEVA-PURCHASE REIMBURSEMENT	187.25
1387	SO CAL EDISON-EP,MA, OL-UTILITIES	9,295.71
1388	SO CAL GAS-EP, MG, OL., RS, M&O-UTILITIES	2,704.71
1389	FRONTIER COMM-DISTRICT, UTILITIES	1,117.65
1390	T-MOBILE-DISTRICT, UTILITIES	783.00
1391	READYREFRESH NESTLE-DISTRICT, WATER	68.33
1392	SPARKLETTS-RS, SUPPLIES	61.39
1393	UNUM LIFE INSURANCE-QTRLY PREMIUM	542.73
1394	XCELL-SPEC ED, SUPPLIES	529.20
1396	KAREN CHAVEZ-OLITA, PURCH REIMBURSEMENT	373.18
	<b>EARLY RETIREE REIMBURSEMENTS</b>	
1397	DAWN AANDAHL	526.84
1398	BRENT ALLSMAN	526.77
1399	ELIZABETH KANESHIRO	990.16
1400	SHELLEY MARKER	526.84
1401	PENNY MAYERCHECK	1,196.69
1402	BRUCE PATTILLO	526.77
1403	RONALD RANDOLPH	619.50
1404	GAYLE ROGERS	238.25
1405	CLAUDIA SCHALCHLIN	526.84
1406	EMILY WAKEFIELD	526.84
1407	NANCY WHITE	1,196.69
1408	HOLLY WOLFE	526.84
1409	VERIZON WIRELESS-DISTRICT, UTILITIES	5,074.44
1410	SUBURBAN WATER SYSTEMS-JOR, MACY-UTILITIES	1,447.29
1412	ABE'S PLUMBING-EP, OL, ROUTINE MAINTENANCE	3,950.00
1413	APPLIED BEST PRACTICES-BOND, CONTRACT SVCS	1,428.50
1415	ATKINSON, ANDELSON, LOYA-CONTRACT SVCS	1,658.75
1416	BEARCOM-JORDAN, WALKIE TALKIES	2,705.40
1417	BUENA PARK PLAQUE/TROPHY-SUPT. OFFC., SUPPLIES	1,009.45
1418	CINTAS CORP.-MG, SUPPLIES	11,599.34
1419	CITY OF LA HABRA-NUTRITION, MAINTENANCE, SUPPLIES	1,441.85
1420	CRISIS PREVENTION INST.-SPEC ED, SUPPLIES	776.94
1421	DATA IMPRESSIONS-TECH, SUPPLIES	1,295.46
1422	EMCOR SERVICES-EP, NUTRITION, SUPPLIES	591.00
1423	F.M. THOMAS-NUTRITION- SUPPLIES	1,703.00
1424	FULLERTON SCH DISTRICT-FORMS, SUPPLIES	169.00
1425	GHATAODE BANNON ARCHITECTS-MACY, SUPPLIES	24,940.46
1426	HANGSAFE HOOKS-MAINTENANCE, SUPPLIES	563.93
1428	HAUFFE CO.-BOND-MACY, CONTRACT SERVICES	25,536.00
1429	SUPT. JIM COOMBS-PURCHASE REIMBURSEMENT	135.15
1430	ANNALISA FRANCIS-CARES ACT, PURCHASE REIMBURSEMNT	396.53
1431	TRISHA GONZALEZ-PURCHASE REIMBURSEMENT	502.99
1432	DARCIE HULTBERG-SPEC ED, SUPPLIES	83.00
1433	YING LOU-RS, PURCHASE REIMBURSEMENT	32.26

1434	AMERICAN FIDELITY-VOLUNTARY DEDUCTIONS	5,285.00
1435	CREDIT UNION OF SO CAL-VOLUNTARY DEDUCTIONS	2,887.80
1436	SCHOOLS FIRST CREDIT UNION-VOLUNTARY DEDUCTIONS	21,675.00
1447	T-MOBILE-DISTRICT, UTILITIES	990.00
1450	SCHOOL SERVICES OF CA-CONTRACT SERVICES	320.00
1457	PATTY JACOBSEN-MACY, PURCHASE REIMBURSEMENT	203.17
1464	HANCOCK PARK & DELONG-CAP OUTLAY, CONTRACT SVCS	9,968.75
1468	TWINING CONSULTING-BOND, CONTRACT SERVICES	687.53
1469	SOUTHWEST SCHOOL SUPPLY-ALL SITES, OFFICE SUPPLIES	12,919.79
1470	SOUTHWEST SCHOOL SUPPLY-ALL SITES, OFFICE SUPPLIES	199.98
1478	SOUTHWEST SCHOOL SUPPLY-ALL SITES, OFFICE SUPPLIES	3,755.64
1481	CRISTIAN BOGDAN-TECH, SUPPLIES	96.11
1483	ALAN MAO-TECH, PURCHASE REIMBURSEMENT	74.36
1484	JOHN ZAPPULLA-TECH, MILEAGE REIMBURSEMENT	57.91
1485	AERIES SOFTWARE-CURR, WEBINAR REGISTRATION	150.00
1486	BRUCE CAMPBELL SAND/GRAVEL-GROUNDS, SUPPLIES	514.19
1487	COMPLETE BUSINESS SYSTEMS-MACY, SUPPLIES	153.44
1488	COYOTE FFA ALUMNI-SUPPLIES	320.00
1489	CURRICULUM ASSOCIATES-SPEC ED, SUPPLIES	144.50
1490	DASH MEDICAL GLOVES-HEALTH ROOM, SUPPLIES	244.63
1491	DATA IMPRESSIONS-TECH, SUPPLIES	1,736.44
1492	DAVE BANG ASSOCIATES-RS, SERVICES	1,656.71
1493	GREENFIELD LEARNING INC.-MG, LICENSES	14,540.00
1494	HOGENTOGLER & CO.-SPEC ED, SUPPLIES	224.91
1495	DELTA DENTAL-MONTHLY PREMIUMS	1,951.21
1496	THE STANDARD-VOLUNTARY DEDUCTIONS	5,161.36
1497	CTA-MONTHLY DUES	14,951.83
1498	ACSA-VOL DUES	337.37
1499	UNITED WAY GREATER LA-VOLUNTARY DEDUCTIONS	10.00
1500	CA ASSOC SCHOOL PSYCHOLOGISTS-DUES	15.50
1501	PACIFIC EDUCATORS-VOLUNTARY DEDUCTIONS	77.00
1502	BEST LAWNMOWER-GROUNDS, SUPPLIES	431.27
1504	LOGMEIN COMMUNICATIONS-TECH, LICENSES	4,436.94
1505	STACY PERUMEAN-MG, PURCHASE REIMBURSEMENT	53.15
1506	PEST OPTIONS-MACY, SERVICE CALLS	180.00
1507	UNITED REFRIGERATION-MG, SUPPLIES	325.11
1508	WARE DISPOSAL-ALL SITES, UTILITIES, SERVICES	1,620.30
1509	SO CAL GAS-MACY-UTILITIES	14.30
1510	CDSS CASHIER-SERVICES	968.00
1512	GT DESIGN-RS, SUPPLIES	2,885.60
1513	KARA CAMPBELL-CURRICULUM,CONTRACT SVCS	750.00
1514	DEBRA LEES-MAYBROOK, CONTRACT SVCS	1,400.00
1515	XCELL-SPEC ED, SUPPLIES	465.00
1516	PRO-ED-SPEC ED, SUPPLIES	388.40
1517	ICS SERVICE CO-EP, JOR,OL, MAYBROOK-SERVICES	414.91
1518	LEADER SERVICES-SPEC ED, SUPPLIES	24.13
1519	AAA ELECTRIC MOTOR SALES & SVC-JOR, SUPPLIES	169.71
1520	CANNINGS HARDWARE LA HABRA-MAINT, SUPPLIES	373.62



1521	CINTAS CORP.-OLITA, SUPPLIES	150.00
1522	GLASBY MAINTENANCE SUPPLY-EP, OLITA, RS-SUPPLIES	4,865.54
1523	LOWE'S-MAINTENANCE, SUPPLIES	9.24
1524	PDQ RENTALS-OLITA, MACHINE RENTAL	78.40
1525	PEST OPTIONS-MG, SERVICE CALLS	95.00
1526	PLUMBING WHOLESALE OUTLET-SUPPLIES	897.43
1527	SOUTHEAST CONSTRUCTION-MAINTENANCE, SUPPLIES	1,613.67
1528	WARE DISPOSAL-ALL SITES, UTILITIES, SERVICES	1,563.13
1529	STACY PERUMEAN-MG, PURCHASE REIMBURSEMENT	54.01
1530	AMERICAN EXPRESS-DISTRIST PURCHASES-MAR 2021	11,695.46
1531	CSEA- DISTRICT, UNION DUES	3,383.13
1532	ABE'S PLUMBING-RS, ROUTINE MAINTENANCE	1,800.00
1533	ARAMARK-DISTRICT, SUPPLIES	90.35
1534	AR DESIGNS-EP,JO,MA,RS-SUPPLIES	580.00
1535	BEARCOM-MACY, WALKIE TALKIES	1,140.73
1536	CANELA SOFTWARE-HEALTH ROOM SUPPLIES	66.00
1537	LINDA TAKACS-RS, PURCHASE REIMBURSEMENT	499.50
1537	CA DEPT OF TAX & FEE-Q1 2021 SALES/USE TAX DUE	810.00
1538	SPARKLETTS-RS, SUPPLIES	71.98
1541	MCI VERIZON-TECH, SUPPLIES	16.72
1542	FRONTIER COMM-DISTRICT, UTILITIES	62.91
1543	SUBURBAN WATER SYSTEMS-JOR, MACY-UTILITIES	2,566.64
1544	T-MOBILE-DISTRICT, UTILITIES	808.00
1545	JAMES HARDWARE CO-MG, OL-SUPPLIES	177.43
1546	SHAW HR CONSULTING-CONTRACT SVCS	1,452.50
1547	SENTRY SIGNS & PRINTING-MAINT-SIGNS	615.94
1548	READYREFRESH NESTLE-DISTRICT, WATER	71.64
1549	THINKING MAPS-CURR, LICENSES- 20/21	2,400.00
1551	BUG FLIP-ALL SITES, MONTHLY SERVICE	155.00
1552	BUG FLIP-ALL SITES, MONTHLY SERVICE	125.00
1554	PEST OPTIONS-EP, SERVICES	75.00
1555	MARGARET PALMER-OLITA, PURCH REIMBURSEMENT	197.37
1557	PROJECT WISDOM, INC.-MG, SUPPLIES	489.00
1558	MONOPRICE, INC.-DIST, -SUPPLIES	687.01
1562	ASPA/CONTEST REVIEW-RS, FEES	70.00
1563	BUENA PARK PLAQUE/TROPHY-SUPT. OFFC., SUPPLIES	77.58
1564	CSM CONSULTING, INC.-TECH, SUPPLIES	2,125.00
1565	CURRICULUM ASSOCIATES-SPEC ED, SUPPLIES	240.84
1566	DEAD & BURIED, INC. -RS, SUPPLIES	132.60
1567	DOCUMENT TRACKING SERVICE-CURR, SUPPLIES	150.00
1568	ENCORP-OLITA, SERVICES, SUPPLIES	1,250.00
1569	ERICKSON HALL-BOND, CONTRACT SERVICES	1,257,739.20
1570	F.M. THOMAS-MEADOW GREEN- SUPPLIES	565.00
1571	FULLERTON SCH DISTRICT-FORMS, SUPPLIES	270.00
1572	GOPHER-OLITA, SUPPLIES	416.70
1573	ATKINSON,ANDELSON, LOYA-CONTRACT SERVICES	1,827.50
1574	GLASBY MAINTENANCE SUPPLY-JO, RS, MYBRK-SUPPLIES	2,283.71
1575	HOME DEPOT PRO-DISTRICT WIDE, SUPPLIES, MATERIALS	7,061.94



LOWELL JOINT SCHOOL DISTRICT  
EMPLOYER-EMPLOYEE RELATIONS/PERSONNEL REPORT 2020-21 #10

May 3, 2021

I. CERTIFICATED EMPLOYEES

A. CHANGE OF STATUS

NAME	EFFECTIVE DATE	END DATE	SITE	COMMENT
Melissa de la Haye	05/24/2020	05/24/2021	EP	FMLA (AB375) Baby bonding Leave
Melissa Wilkens	04/21/2021	05/18/2021	MG	FMLA (AB375) Baby Bonding Leave
Lavin, Lindsey	04/22/2021	05/03/2021	RS	FMLA (AB375) Baby Bonding Leave Correction of EER #9 2020-21

B. EXTRA DUTY PAY/STIPENDS

NAME	EFFECTIVE DATE	END DATE	SITE	COMMENT
Galang, Bianca	05/31/21	06/25/21	MG	Extended School Year Teacher - at a rate of \$282.74 per day for 20 days.
Crabtree, Gail	05/31/21	06/25/21	MG	Extended School Year Teacher - at a rate of \$282.74 per day for 20 days.
Ronita VanVliet, Ronita	05/31/21	06/25/21	MG	Extended School Year Teacher - at a rate of \$282.74 per day for 20 days.
Annie Russell	05/31/21	06/25/21	MG	Extended School Year Teacher - at a rate of \$282.74 per day for 20 days.
Rachel Coleman	05/31/21	06/25/21	MG	Extended School Year Lead Teacher - at a rate of \$282.74 per day for 20 days. To be paid out of Medi-Cal

C. SUBSTITUTE CHANGE OF PAY

NAME	EFFECTIVE DATE	END DATE	SITE	COMMENT
Amie Praefke	04/21/2021	05/18/2021	DO	To be paid special long term rate of \$170.00 for Meadow Green Elementary School for Sixth Grade
Morrison, Dana	05/24/2021	05/24/2021	DO	To be paid special long term rate of \$170.00 for El Portal Elementary School for Sixth Grade

Rivera, James

04/22/2021

05/03/2021 DO

To be paid a rate of \$131.00 for Rancho Starbuck Intermediate School for Math Correction of EER #9 2020-21

\* EMPLOYMENT OF SUBSTITUTES EFFECTIVE 08/10/2020 FOR THE 2020/2021 SCHOOL YEAR \$131.00 PER DAY RATE AND \$170.00 LONG TERM AND \$65.50 PER HALF DAY RATE AND \$35.00 PER HOUR\*

\*It is further recommended that the individuals listed above be approved to instruct in the Intervention Programs. The rate of pay is \$35.00/hour and will be paid from Title I, or LCFE Supplemental Grant Funds.

\*It is further recommended that the individuals listed above be approved as home school teachers, if needed, for the 2020/21 school year at a rate of \$35.00/hour, not to exceed five hours per week, per student. Mileage will be paid at the IRS Standard Mileage Rate for the 2020/21 school year.

Alyssa Scarsciotti  
Cassie Lowden

Amber Lawton  
Christina Moreno

Sydney Alvarez

Danica Larson

II. CLASSIFIED EMPLOYEES

May 3, 2021

B. MONTHLY – GENERAL FUND

<u>NAME/ EMPLOYEE ID#</u>	<u>EFFECTIVE DATE</u>	<u>END DATE</u>	<u>RANGE/ STEP</u>	<u>SITE</u>	<u>COMMENTS</u>
Aguayo, Leo		04/14/21		EP	Night Custodian/End of Working out of Class
Brown, Matthew	04/15/21			EP	Day Custodian/Return from Medical Leave
Lugo, Paul	04/19/21		R18/S5	JO	Night Custodian/Replacement for Vacancy
Rodriguez, Julio	04/19/21	5/21/21		MNT	Maintenance General/Baby Bonding Leave

C. HOURLY – GENERAL FUND

<u>NAME/ EMPLOYEE ID#</u>	<u>EFFECTIVE DATE</u>	<u>END DATE</u>	<u>RANGE/ STEP</u>	<u>SITE</u>	<u>COMMENTS</u>
Briones, Johana	04/19/21	05/28/21	R15/S1	DO	Instructional Assistant/ Temporary Assignment
Bullard, April	04/01/21			RS	Clerk Typist/Temporary Increase of Hours as Needed
Ebel, Sarah	04/23/21		R14/S1	DO	Instructional Assistant/ Substitute
Garcia, Lisa	04/01/21			OL	Clerk Typist/Temporary Increase of Hours as Needed

Harnish, Michelle	04/27/21		\$46.57/hr	DO	Business Services Support/Per N25 Executive Order
Leonguerrero, Robin	3/22/21		R14/S7	MG	Library Media Technician/ Performance Recognition Increase
Ota, Esther	04/01/21			MG	Clerk Typist/Temporary Increase of Hours as Needed
Stein, Tina	04/02/21			MA	Clerk Typist/Temporary Increase of Hours as Needed
Valadez Ramos, Victoria	04/05/21		R14/S1	DO	Instructional Assistant/ Substitute
Valadez Ramos, Victoria	04/05/21	05/28/21	R14/S1	DO	Educational Assistant/ Temporary Assignment
Williams, Andrea	04/09/21	05/28/21		OL	Special Education Support Aide/ Unpaid Leave of Absence

**D. CAFETERIA FUND**

<u>NAME/ EMPLOYEE ID#</u>	<u>EFFECTIVE DATE</u>	<u>END DATE</u>	<u>RANGE/ STEP</u>	<u>SITE</u>	<u>COMMENTS</u>
Garcia-Pompa, Nancy	04/12/21			RS	Cafeteria Worker/Resignation

**D. CLASSIFIED JOB DESCRIPTIONS**

Addition:

- Instructional Assistant – Early Childhood Program – Learning Link



## LOWELL JOINT SCHOOL DISTRICT

### INSTRUCTIONAL ASSISTANT – EARLY CHILDHOOD PROGRAM - LEARNING LINK

Classified Salary Schedule  
Range 15

#### **JOB SUMMARY:**

Under supervision, assists parents and children in early childhood activities related to the development of physical, cognitive, emotional, and social skills of children that are newborn to five years old.

#### **DISTINGUISHING CHARACTERISTICS:**

This classification is distinguished from other Instructional Assistant classifications in that the primary responsibility is working in early childhood programs including a Learning Link with parents and their children ages newborn to five years old.

#### **ESSENTIAL FUNCTIONS:**

*The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.*

- Assist parents and their children in early childhood activities in a learning environment designed to develop the physical, cognitive, emotional, creative and social skills of children ages newborn to five.
- Assist in the preparation of a variety of instructional materials and learning aids designed for early childhood programs designated for children ages newborn to five.
- Present established early childhood program activities to both adults and children.
- Facilitate parents and their children under the direction of the Supervisor.
- Demonstrate standards of behavior and utilize a positive approach while working with children.
- Maintain and assure a clean, safe, attractive and positive learning environment; perform light cleaning duties, including cleaning the classroom after parents and their children leave and preparing for the next day.
- May set up and operate simple audio-visual equipment, assisting students to learn through the use of computers and other teaching aids.
- Participate in meetings and in-service training programs as assigned.
- Assist Supervisor with classroom preparation and materials, maintaining a clean and safe learning environment.
- Receive and document donations as needed.
- Perform other related duties as assigned.

#### **QUALIFICATION GUIDELINES:**

##### **Knowledge of:**

- Basic concepts used in Early Childhood Education.
- Basic child psychology and development.
- Program policies, practices and procedures.
- Safe classroom and playground practices.
- Health and safety precautions and procedures
- Basic first aid procedures and health and safety regulations.
- Interpersonal relational skills using tact, patience and courtesy.

##### **Ability to:**

- Appropriately guide parents and their children toward acceptable social behavior.
- Implement learning activities for parents and their children while maintaining a healthy and safe environment.
- Monitor and assist students and parents.
- Demonstrate understanding, patience and a receptive attitude toward parents, children and staff.
- Work confidentially with discretion and independently with little supervision.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.

- Perform routine clerical duties, including the collection and recording of transactions.
- Lift and move items weighing up to 50 pounds.

**Education/Training/Licenses/Experience:**

Graduation from high school or its equivalent. At least one year working with children in an instructional capacity. First Aid and CPR certificates. Valid Child Development Assistant Permit issued by the Commission on Teacher Credentialing preferred and/or Early Childhood Education coursework.

**PHYSICAL STANDARDS AND WORKING CONDITIONS:**

*The physical and mental demands and work environment described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. These physical demands are generic in nature and tasks may vary depending on specific trade and or specialized work assignment.*

**Physical Demands:**

Physical demands of this position include sitting and standing for extended periods of time. The employee may frequently move or lift children weighing up to 50 pounds unassisted. Occasional bending at the waist is required, as is kneeling, crouching, pushing and pulling. Employees may reach overhead as well as above the shoulders and horizontally.

**Mental Demands:**

Employee must be able to comprehend and follow written and oral instructions; interpret policies and procedures; and interact cooperatively with District staff, parents, and the general public.

**Work Environment:**

While performing the duties of this job, the employee works in several environments including classroom, indoor and outdoor environments and on or near student playground equipment.

*The information contained in the physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. Individuals who hold this position may perform additional duties and additional duties may be assigned.*