Board Office Use: **Legislative File Info.**	
File ID Number	26-0796
Intrnduction Date	4-22-2026
Enactment Number	26-0684
Enactment Date	4/22/2026 os

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thl'Mll9 Studentt

Memo (Bid Award)

To Board of Education

From Facilities Committee
Chairperson Valarie Bachelor
Clifford Thompson
Patrice Berry

Board Meeting Date April 22, 2026

Subject Amendment No. l, Award to Lease-Leaseback Contract-Cahill Contractors LLC-Meh-ose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project- Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. l, to Lease-Leaseback Contrnct by and between the District and Cahill Contractors LLC, Oakland, CA., to provide an amendment to include the Guaranteed Maximum Price (GMP) for constmction Increments 1 & 2 for the new building and modernization of the existing building at Maxwell Park, which establishes the upper limit on construction costs that the contractor is contractually obligated not to exceed as outlined in the attached (Exhibit A) for the **Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project,** in an additional amount of $34,947,788.00, increasing Agreement's total not-to-exceed amount from $100,000.00 to $35,047,788.00, and extending the, extending the telm of the Agreement from **December 12, 2024 through December 31, 2025 to August 31, 2028** (an additional 974 days). All other tenns and conditions of the Agreement remain in foll force and effect.

Discussion This Amendment is for including the Guaranteed Maximum Price (GMP), construction costs that the contractor is conti·actually obligated not to exceed and extending the telm of the Agreement an additional 974 days.

LBP (Local Business Partic.ipation Pe1·centage) 53.53%

Recommendation Approval by the Facilities Committee of Amendment No. l, to Lease-Leaseback Conti·act by and between the Disti·ict and Cahill Conti·actors LLC, Oakland, CA., to provide an amendment to include the Guaranteed Maximum Price (GMP) for construction Increments 1 & 2 for the new building and modernization of the existing building at Maxwell Park, which establishes the upper limit on construction costs that the contractor is contractually obligated not to exceed as outlined in the attached Exhibit A for the Meh-ose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project, in an additional amount of $34,947,788.00, increasing Agreement's total not-to-exceed amount from $100,000.00 to $35,047,788.00, and extending the, extending the tenn of the Agreement from December 12, 2024 through December 31, 2025 to August 31, 2028 (an additional 974 days). All other tenns and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y& Fund 25 Developer Fees

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File ID: 24-2408

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1

AWARD OF A LEASE-LEASEBACK CONTRACT

This Amendment is entered into between the Oakland Unified School District and **Cahill Contractors LLC**. ("Contractor") to amend the **Lease-Lease-back Contract** between the District and the Contractor dated **December 12, 2024** ("Agreement"), for the **Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

   The CONTRACTOR shall provide the following amended services: The construction contract is being amended to include the Guaranteed Maximum Price (GMP), for construction of new building and modernization of the existing building at Maxwell Park, which establishes the upper limit on construction costs that the contractor is contractually obligated not to exceed, as outlined in the schedule, which is attached to this Amendment as Exhibit A and incorporated herein by reference.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

   If term is changed: The contract term is extending the current end date of **December 31, 2025,** to **August 31, 2028**, by an additional (974) days.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: **Thirty-Four Million Nine Hundred Forty-Seven Thousand Seven Hundred Eighty-Eight Dollars No/100 ($34,947,788.00).**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   ☐ Prior to this amendment, the not-to-exceed total contract price was **One Hundred Thousand Dollars No/100 ($100,000.00),** and after this amendment, the not-to-exceed total contract price will be: **Thirty-Five Million Forty-Seven Thousand Seven Hundred Eighty-Eight Dollars No/100 ($35,047,788.00).**

4. **Amendment History:**

   X There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date: 4/23/206

Denise Gail Saddler, Ed.D., Interim Superintendent and Secretary, Board of Education — Date: 4/23/206

Preston Thomas (Apr 3, 2026 12:02:29 PDT)

Preston Thomas, Chief Systems & Services Officer — Date

Approval as to form:

James Traber 3/27/2026

James Traber, Esq. Facilities Counsel — Date

CONTRACTOR: Cahill Contractors LLC

Contractor Signature — Date: 4/1/26

Arash Baradaran, Vice President

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Cahill Contractors LLC

1. Detailed Description of Services to be provided: The construction contract is being amended to include the Guaranteed Maximum Price (GMP), for construction of new building and modernization of the existing building at Maxwell Park, which establishes the upper limit on construction costs that the contractor is contractually obligated not to exceed, as outlined in Exhibit A, , and to incorporate the Site Lease, Sublease, and General Conditions attached hereto as Exhibits B, C, and D, respectively.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

EXHIBIT A

AMENDMENT TO LEASE LEASEBACK SUBLEASE

TOTAL SUBLEASE AMOUNT FOR INCREMENTS 1 AND 2 AND SCHEDULE OF SUBLEASE PAYMENTS

This Exhibit is intended to be read in conjunction with, and hereby incorporates by reference, the Site Lease, Sublease, and General Conditions attached to this Amendment as Exhibits B, C, and D, respectively. For the Lease-Leaseback Agreement, Site Lease, and Sublease entered into between the OAKLAND UNIFIED SCHOOL DISTRICT ("Owner") and CAHILL CONTRACTORS, LLC ("Contractor"), and dated November 13, 2024, for the New Classroom Building and Modernization Project at Melrose Leadership Academy at Maxwell Park Campus (the "Contract"), the Owner and Contractor hereby agree that the Total Sublease Amount for Increments #1 and #2 shall be **$34,947,788.**

The Total Sublease Amount is based on the spreadsheet attached as **Schedule 1**, and pursuant to the Contract, including but not limited to Section 5 of the Lease Leaseback Agreement. The Total Sublease Amount includes the following allowances and contingencies:

Allowances:

	Line Item	Description	Amount
1	2 - Abatement & Demolition	Abatement at Existing Portables	$10,000
2	2 - Abatement & Demolition	Unforeseen Abatement at Building A	$150,000
3	2- Abatement & Demolition	Portable Relocation	$20,000
4	6 - Fiber Wrap	Crack Injection Required at FRP Locations	$25,000
5	8 - Structural Steel	Steel - Chain Link Fence Replacement	$15,000
6	20 – Metal Stud Framing & Drywall	Additional Building A Patching	$30,000
7	45 - Electrical	Fire Watch	$50,000
8	45 - Electrical	Remove & Reinstall Existing Electrical & Low Voltage Systems/Devices After FRP Has Been Installed per Sheet 2-E3.5	$50,000
9	45 - Electrical	Fiber Optics Infrastructure & Cabling at Existing Portables (R1-R6)	$25,000
10	47 - Asphalt Paving & Striping	Striping at New Offsite Asphalt Paving on Fleming Ave	$15,000
11	47 - Asphalt Paving & Striping	New Asphalt Paving at Removed Portable R7	$24,000
12	49 – Landscape & Irrigation	Reconfigure New Irrigation Lines After Field Verification of Existing Irrigation	$10,000
13	50 - Site Utilities	Remove and/or Abandon Unforeseen Utilities	$10,000
14	50 - Site Utilities	PG&E Transformer Scope: Trenching, Conduits, PG&E Transformer, Meter	$120,000

Total District Allowances of: **$554,000**

Contingencies:

- A Contractor Contingency of: **$561,155**
- A District Contingency of: **$3,000,000**

Notwithstanding anything in the Lease Leaseback Agreement to the contrary, all undisputed draws from the allowances and contingencies shall be payable within thirty (30) days of receipt of a fully executed and completed Allowance Expenditure Directive. Any unused allowance or contingency funds shall be retained by the District at the end of Increments #1 and #2, and District is authorized to execute a unilateral change order for accounting purposes to show the final amount payable for Increments #1 and #2. The provisions of Section 5 of the Lease-Leaseback Agreement shall apply to the Allowances identified above. The provisions of Section 5 of the Lease-Leaseback Agreement shall apply to the Contractor and District Contingencies identified above.

The "**Contractor Contingency**" mentioned above is a line item within the Total Sublease Amount. The Contractor Contingency may be drawn upon only to cover Contractor's errors and omissions in its review of the Plans and Specifications to satisfy itself that said documents are adequate for the Project's construction, or errors and omissions in carrying out the Completion of the Project. By way of example, and not as a limitation, such costs include scope gaps and work and material not explicitly stated

but reasonably inferable from plans, subcontract buy-out gaps, delays in receipt of material due to the fault of Contractor, corrections in the work, and costs to correct damage or fixes resulting from activity without a clearly responsible party, and coordination issues. The Contractor Contingency shall not be used for changes to the Work ordered by the District pursuant to the General Conditions. Once the Contractor Contingency has been exhausted, the Contractor shall have no further recourse against the District with respect to any category of cost intended to be covered by the Contractor Contingency. Should the amount of the Contractor Contingency be exceeded, unless one of the conditions enumerated above applies, the unfunded costs shall be borne by Contractor without increase to the Total Sublease Amount. The Contractor Contingency shall not be used without the District's prior written consent.

The "**District Contingency**" mentioned above is a line item within the Total Sublease Amount. The District may, in its sole discretion, use the District Contingency for:

(a) District ordered changes to the Work after the Total Sublease Amount is established, where such changes could not have been reasonably inferred from the Plans and Specifications,

(b) cost increases due to Compensable Delays, in a manner consistent with the General Conditions, or

(c) concealed or unknown Site conditions (including Pre-Existing Hazardous Materials) discovered after the execution of this Facilities Lease which could not reasonably have been foreseen by Contractor in its review of the Site and which require additional costs.

The District Contingency shall not be used without the District's prior written consent.

Alternates

The alternates described below and the associated sums represent work that the District may in its discretion direct the Contractor to perform. If the District so directs, the price for the work associated with the Alternates shall be the sum in the chart below. Any alternate work that the District does not direct Contractor perform shall have the associated sum deducted from the Total Sublease Amount.

OUSD Melrose Leadership Academy
List of Alternates
March 24, 2026

	Line Item	Description*		Alternate Pricing
1	**Increment #2 Bid Alternate #1: Remove Existing Cabinets/Sinks/Coat Closets & Replace with New**			$ 219,890
	01 - Demolition & Abatement	Demolition & Abatement of Existing Cabinets, Plumbing, Framing, Flooring, etc.	$ 3,900	
	09 - Rough Carpentry	Framing Modifications / Patching	$ 2,000	
	20 - Metal Stud Framing & Drywall	Drywall Modifications / Patching	$ 10,047	
	21 - Insulation	Insulation Modifications / Patching	$ 3,000	
	22 - Finish Carpentry	New Cabinetry and Countertops	$ 36,325	
	27 - Flooring	Patch Flooring	$ 23,500	
	28 - Painting	New Painting	$ 66,215	
	43 - Plumbing	Plumbing Modifications, New Fixtures	$ 61,903	
	45 - Electrical	Conduit, Low Voltage Modifications	$ 13,000	
2	**Increment #2 Bid Alternate #2: Multipurpose Room Enhancements**			$ 309,203
	01 - Demolition & Abatement	Demolition & Abatement of Existing Flooring, etc.	$ 6,000	
	26 - Acoustic Ceilings & Wall Panels	Acoustic Wall & Ceiling Panels	$ 198,804	
	27 - Flooring	New Flooring	$ 39,995	
	28 - Painting	New Painting	$ 45,404	
	45 - Electrical	Electric/Power Modifications, New Lighting	$ 19,000	
3	15 - Roofing	New Roof Overlay in lieu of Patching at Building A Increment 2	$ 415,000	$ 415,000
4	28 - Painting	Increment #2 - Paint All Existing Doors to Remain at Building A. Noted as 'ETR' on Door Schedule.	$ 22,572	$ 22,572
5	22- Finish Carpentry	Remove the Marine Edge at the Epoxy Countertops in Science Classrooms 305 and 404 in Building B.	$ (9,525)	$ (9,525)
7	36 - Elevator	Decrease Elevator Speed to 125 FPM	$ (400)	$ (400)
8	36 - Elevator	Aluminum Entrance Sills in Lieu of Nickel Silver	$ (10,380)	$ (10,380)
		Total of Alternates		$ 946,360

*Please reference the GMP Qualifications for detailed descriptions of each Allowance.

Scope of Work

The scope of work for Increment #1 and Increment #2 to be completed for the Total Sublease Amount shall include all labor, materials, and equipment as necessary to complete the work contemplated by DSA approved package # 01-122391.

Time for Completion

Notwithstanding anything to the contrary within the Lease Leaseback Agreement, Work for the Increment #1 and Increment #2 milestones shall commence on the issuance of a Notice to Proceed and the deadline to Complete the Work of Increment #1 and Increment #2 shall be **860 calendar days** thereafter. A detailed schedule is attached as **Schedule 3** and incorporated herein by reference. Failure to achieve Completion by the aforementioned time shall result in an assessment of liquidated damages of $2,000 per day as stated in Section 4 of the Parties' Lease-Leaseback Agreement. The Total Sublease amount for Increment #1 and Increment #2 has been calculated as provided in the Contract, including but not limited to Section 5 of the Lease-Leaseback Agreement. Any extensions of the Sublease Term shall be addressed as stated in Section 7 of the Sublease.

Payments

Notwithstanding Section 6 of the Sublease, the Parties agree that payment of the Total Sublease Amount shall be made as follows:

Each month while Contractor is providing construction services under this Lease-Leaseback Agreement, District shall pay Contractor a "**Tenant Improvement Payment**" which shall be equal to the value of the Work performed through the last day of the prior month, less the Financed Amount, and less the Retention Amount.

For the purposes of the Contract, "**Financed Amount**" shall mean five percent (5%) of the value of the Work performed by Contractor in any given calendar month. The Financed Amount shall be retained by the District and paid after the Completion of the construction of the Work as the Financed Lease Payments. The term "**Total Financed Amount**" shall mean all the Financed Amount retained by the District during construction.

For the purposes of the Contract, "**Retention Amount**" shall mean five percent (5%) of the value of the Work performed by Contractor during construction.

On the fifth (5^{th}) day of the calendar month immediately after the month that the Completion of the entire Work, for a period of twelve (12) months, District shall pay Contractor a monthly Sublease Payment, equal to $1/12^{th}$ of the Total Financed Amount. The cost of Contractor's financing of the Total Financed Amount is included within the GMP. The District may, in its sole discretion, pay any portion of the Total Financed Amount early with no penalty.

In addition to the Financed Amount and the Retention Amount, the District may withhold any amounts from payments as is authorized by the Sublease and Lease-Leaseback Agreement, as amended by this Amendment. The Parties may execute an Escrow Agreement for Security Deposits in Lieu of Retention as authorized by Section 22300 of the Public Contract Code.

SCHEDULE 1
GMP SPREADSHEET

CAHILL

GMP Bid

March 24, 2026

Melrose Leadership Academy Maxwell Park Campus

Owner: OUSD **Architect:** HKIT Architects

Start Date: June 2026 to August 2028 **Duration:** 27 months, phased

Bid based on 01/19/26 Bid Set and Specifications

Line Item	Line Item Description	GMP Bid March 2026	Total Estimate September 2025	Variance	$ / GSF	Increment 1 Building B, Site	Increment 2 Building A	Subcontractors & Suppliers / Comments
	Demolition & Structure							
01	Hazardous Materials Abatement	$0	$230,248	($230,248)	$0.00	$0	$0	Carried with Demolition Line 2 Below
02	Building & Site Demolition	$933,848	$785,468	$148,380	$19.06	$221,963	$711,885	D-Line Construction (Sitework) & Silverado (Building)
03	Earthwork	$570,973	$406,000	$164,973	$11.65	$516,973	$54,000	D-Line Construction
04	Shoring, Underpinning & Soil Grouting	$0	$0	$0	$0.00	$0	$0	No Scope
05	Drilled Piers, Caissons, Tie Downs & Piles	$0	$0	$0	$0.00	$0	$0	No Scope
06	Structural Concrete	$607,508	$637,268	($29,760)	$12.40	$602,092	$5,416	Ricardo Marrun Construction
06.1	Fiberwrap	$377,095	$444,300	($67,205)	$7.70	$0	$377,095	TTS Engineering
07	Masonry	$0	$0	$0	$0.00	$0	$0	No Scope
08	Structural Steel, Metal Stairs, & Misc. Iron	$1,565,494	$1,628,680	($63,186)	$31.95	$1,161,697	$403,797	JC Metals
09	Rough Carpentry	$1,758,421	$1,881,664	($123,243)	$35.89	$1,125,812	$632,609	Cahill Framing
	Subtotal Demolition and Structure	**$5,813,339**	**$6,013,627**	**($200,288)**	**$118.66**	**$3,628,537**	**$2,184,802**	
	Exterior Skin							
12	Exterior Glazing	$325,720	$360,630	($34,910)	$6.65	$307,782	$17,938	American Glass
13	Exterior Siding & Metal Panels	$0	$0	$0	$0.00	$0	$0	No Scope
14	Exterior Cement Plaster	$936,697	$837,418	$99,279	$19.12	$754,083	$182,614	Valdez Plaster (Incl Air Barrier previously under Line 15)
15	Roofing & Waterproofing	$782,430	$1,225,542	($443,112)	$15.97	$582,323	$200,107	Blue's Roofing
16	Sheet Metal, Flashing, Louvers & Exp Jts	$464,291	$367,645	$96,646	$9.48	$282,323	$181,968	Bay City Mechanical
17	Exterior Building Maintenance System	$0	$0	$0	$0.00	$0	$0	No Scope
18	Caulking & Sealants	$72,773	$94,971	($22,198)	$1.49	$65,899	$6,874	Pacific Sealants
	Subtotal Exterior Skin	**$2,581,911**	**$2,886,206**	**($304,295)**	**$52.70**	**$1,992,410**	**$589,501**	
	Interiors & Equipment							
19	Gypcrete	$76,685	$43,404	$33,281	$1.57	$76,685	$0	Flatline Floors
20	Metal Stud Framing & Drywall	$629,104	$621,745	$7,359	$12.84	$349,012	$280,092	Daley's Drywall
21	Insulation & Firestopping	$148,628	$147,808	$820	$3.03	$117,267	$31,361	Daley's Drywall
22	Finish Carpentry	$559,010	$412,880	$146,130	$11.41	$287,893	$271,117	Northwestern Design. Incl Wood Base (previous in Line 27)
23	Doors, Frames & Hardware; Smoke Containment	$762,996	$333,953	$429,043	$15.57	$82,540	$680,456	Sullivan Construction
24	Overhead Coiling Doors	$0	$0	$0	$0.00	$0	$0	No Scope
25	Tile & Stone	$212,775	$241,023	($28,248)	$4.34	$119,025	$93,750	ProSpectra Contract Flooring
26	Acoustical Ceilings & Wall Panels	$407,921	$473,453	($65,532)	$8.33	$267,301	$140,620	Arrow Acoustics
27	Flooring - Carpet, Resilient, Wood, Polished Conc, Epo	$307,340	$474,725	($167,385)	$6.27	$200,470	$106,870	ProSpectra Contract Flooring (Wood Base moved to Line 22)
28	Painting & Wall Coverings	$323,763	$309,844	$13,919	$6.61	$137,688	$186,075	MGM Drywall
29	Misc. Specialties & Equipment	$148,676	$139,244	$9,432	$3.03	$88,886	$59,790	Platinum Visual, Elevated Constr, Universal Plastic, Cahill Constr
30	Pest Control - Pidgeon's, Bedbugs	$0	$0	$0	$0.00	$0	$0	No Scope
31	Signage	$106,368	$58,443	$47,925	$2.17	$54,652	$51,716	Corporate Signs
32	Toilet & Bath Accessories	$49,770	$69,872	($20,102)	$1.02	$42,780	$6,990	Service Metal Products
33	Kitchen Equipment	$0	$0	$0	$0.00	$0	$0	No Scope
34	Trash Chutes & Compactors	$0	$0	$0	$0.00	$0	$0	No Scope
35	Window Treatments	$0	$28,200	($28,200)	$0.00	$0	$0	No Scope per RFC #1 Response

36	Elevators	$212,770	$198,700	$14,070	$4.34	$212,770	$0	Schindler
37	Portables Work	$0	$0	$0	$0.00	$0	$0	Allowance for Portable Relocation with Demo Line Above
	Subtotal Interiors & Equipment	**$3,945,806**	**$3,553,294**	**$392,513**	**$80.54**	**$2,036,969**	**$1,908,837**	
	Mechanical, Electrical, Plumbing & Sprinkler Systems							
42	Fire Protection System	$236,300	$225,052	$11,248	$4.82	$231,300	$5,000	RCM Fire Protection
43	Plumbing	$1,095,568	$1,135,399	($39,831)	$22.36	$428,738	$666,830	Bay City Mechanical
44	HVAC	$3,476,337	$3,225,594	$250,743	$70.96	$1,171,850	$2,304,487	Bay City Mechanical
45	Electrical, Telephone & Data	$6,624,202	$4,812,613	$1,811,589	$135.21	$3,752,031	$2,872,171	Tulum Systems
46	Solar Panels - Photovoltaic & Hot Water System	$312,600	$402,200	($89,600)	$6.38	$312,600	$0	Solar Technologies
	Subtotal Mechanical, Electrical, Plumbing & Sprinkler Systems	**$11,745,007**	**$9,800,858**	**$1,944,149**	**$239.73**	**$5,896,519**	**$5,848,488**	
	Site Work, Utilities & Landscaping							
47	Asphalt Paving & Striping	$352,500	$339,825	$12,675	$7.19	$267,500	$85,000	D-Line Construction
48	Site Concrete	$351,979	$452,517	($100,538)	$7.18	$346,979	$5,000	Cooper Construction
49	Landscape, Irrigation & Site Furnishings	$444,996	$432,158	$12,839	$9.08	$419,883	$25,113	BrightView
50	Site Utilities	$718,500	$493,381	$225,119	$14.67	$490,250	$228,250	D-Line Construction
	Subtotal Sitework, Utilities & Landscaping	**$1,867,975**	**$1,717,880**	**$150,095**	**$38.13**	**$1,524,612**	**$343,363**	
	General Requirements, Logistics & Phasing							
51	Personnel Hoist	$0	$0	$0	$0.00	$0	$0	No Scope
52	Crane Service	$126,000	$126,000	$0	$2.57	$126,000	$0	Cahill Contractors
53	Scaffold	$88,365	$134,365	($46,000)	$1.80	$85,535	$2,830	Scaffold Solutions
54	Final Cleaning	$44,156	$74,523	($30,367)	$0.90	$15,520	$28,636	Capitol Building Maintenance
55	Security	$0	$0	$0	$0.00	$0	$0	Included Under General Conditions Below
	Subtotal General Requirements, Logistics & Phasing	**$258,521**	**$334,888**	**($76,367)**	**$5.28**	**$227,055**	**$31,466**	
SUBTOTAL		**$26,212,559**	**$24,306,752**	**$1,905,807**	**$535**	**$15,306,102**	**$10,906,457**	
General Conditions		$1,649,730	$1,649,730	$0	$33.67	$825,000	$824,730	
Subcontractor Default Insurance	1.00%	$195,442	$239,719	($44,277)	$3.99	$115,386	$80,057	
Escalation for June 2026 Start	0.00%	$0	$0	$0	$0.00	$0	$0	
Contractor's Contingency	2.00%	$561,155	$523,924	$37,231	$11.45	$324,930	$236,225	
Design Development Contingency	0.00%	$0	$0	$0	$0.00	$0	$0	Carried by OUSD
Gross Receipt Tax (GRT)	0.46%	$139,810	$107,741	$32,069	$2.85	$80,955	$58,855	0.46% in Oakland on total $'s
Collaboration Software & Technology	0.00%	$0	$0	$0	$0.00	$0	$0	Included in GCs/GRs (Per RFP)
Insurance & Safety Program	0.00%	$0	$0	$0	$0.00	$0	$0	Included in 3.25% below (per RFP)
General Contractor's Fee	2.25%	$647,071	$603,627	$43,444	$13.21	$374,678	$272,392	Per RFP
General Contractor GL + Bond + BR	3.25%	$987,791	$921,471	$66,320	$20.16	$571,968	$415,823	1.15% GL Insurance + 0.60% GC Bond + 1.5% BR per RFP
Preconstruction Fee		$0	$0	$0	$0.00	$0	$0	Separate Agreement
TOTAL		**$30,393,557**	**$28,352,964**	**$2,040,593**	**$620**	**$17,599,019**	**$12,794,539**	
District Allowance	LSUM	$3,000,000	$0	$3,000,000	$61.23	$1,737,113	$1,262,887	
DSA Permit Comments Allowance (2%)	2.00%	$607,871	$0	$607,871	$12.41	$351,980	$255,891	
Bid Alternates	LSUM	$946,360	$0	$946,360	$19.32	$547,978	$398,382	Reference Separate List of Bid Alternates
GRAND TOTAL		**$34,947,788**	**$28,352,964**	**$6,594,824**	**$713**	**$20,236,091**	**$14,711,698**	
Enclosed Building Area	**GSF**	**48,993**						
	$/GSF	**$620**						

Costs Not Included and Assumed by Owner: Design Fees, Permits, Utility Fees, Testing & Inspections, Builder's Risk Insurance

SCHEDULE 2
QUALIFICATIONS AND ASSUMPTIONS

OUSD Melrose Leadership Academy – Job #0585

BID QUALIFICATIONS

March 25, 2026

GENERAL

1. We do not include permit fees, testing, special inspection fees, utility connection fees or engineering.
2. We exclude any fees, taxes, levies, or tariffs, or any increases in the same, that were not legally enacted at the time bids were received. This exclusion includes, but is not limited to, voter-approved initiatives, bonds, or propositions.
3. Preconstruction costs for exploratory demolition, testing or other preconstruction investigations are included as an exploratory demo line item of **$20,243.64**. This line is to cover the additional work performed during preconstruction at the district's direction and is to be billed at the beginning of construction.
4. We do not include any street space, street closure, or other agency fees or any temporary measures required by these agencies. We assume these costs will be paid by the Owner, if required.
5. Design and engineering is limited to the following trades, PV panels, elevator and elevator guiderails/support.
6. Our price includes the cost of B.I.M to coordinate the MEPS systems within a reasonable timeframe (8hr / week @ 6 weeks). It is assumed that the Design Team and Consultants have done a baseline level of coordination between architectural / structure elements and the MEPS systems (i.e. pipe routing, pipe size, equipment locations, ceiling heights, structural members, etc.). If BIM coordination takes longer than what is reasonably included in the pricing due to insufficient coordination during the design phase, Cahill will submit a change order for the amount of time it takes to coordinate the systems over and above what was included in the pricing.
7. Unless noted otherwise, the intent of the mockups is to verify the sequencing of how a particular item / feature / assembly is to be constructed and to establish a benchmark with which the actual in-place work will be compared. We do not include the cost to create, modify or revise the mockups in order to complete the initial design.

DIVISION 1 QUALIFICATIONS

1. Regarding Specification 01 32 13 Scheduling of Work, section 1.12 (Weather Delays), our bid schedule includes 10 Weather Impact Days. Per the terms of the AIA 201 Contract, Cahill shall be entitled to a compensable extension of the Contract Time once the allotted days in the schedule are consumed.
2. Per the Architects agreement with the District we note the Architect has 14 days to review RFI's and 14 days to review submittals. Due to the nature of construction, there will be instances where we will need an expedited review of these items. We will work with the team to resolve critical issues quickly. We also acknowledge that there may also be circumstances which require additional time. Architect and Contractor to coordinate priority RFIs and submittals weekly.
3. Our pricing is based upon starting within 30 days of the start date identified in our bid schedule. If the actual start slips beyond this 30-day window, there may be schedule or costs impacts to the project.

4. Scheduling Software – We assume Primavera OPC is acceptable for use as the project scheduling software. We understand Kahua will be utilized as a depository of information and will work with the District to maintain files. Contractor will utilize Procore for cost, RFIs, Submittals, As-Builts and Primavera OPC for scheduling.

5. We assume the design team has designed the project to achieve any desired LEED, Cal Green or other green rating criteria and that these items are incorporated in the plans and specifications. Provided that we follow the design, we will not be responsible, or liable, for the failure to achieve the desired LEED, Cal Green other green rating.

6. Our pricing is based on bid-set plans and project manuals dated 01/19/2026, prepared by HKIT Architects and RFC #1-#4 responses received as of 3/19/26. We assume the Design Team has incorporated all applicable OUSD required standards and have not reviewed the OUSD standards for any exclusions or discrepancies. **List of documents utilized to prepare the GMP is attached.**

7. At Building A, patching of finishes is required at various locations and project documents indicate new patched finishes are to match the existing finishes currently installed in the building. It may not be possible to exactly match finishes (e.g. flooring, tile, paint, acoustical ceiling, acoustical wall paneling, casework, trim, etc.). We assume HKIT Architects has specified the appropriate matching materials and products, as required, and have priced finishes per the project documents.

8. At Building A, Building B, and Portables, we assume any new finishes installed are per the Finish Schedules on Sheets 1-A10.20 and 2-A10.20. We assume these Finish Schedules govern over any finishes, products, or materials called out on any plan, elevation, or reflected ceiling plan sheets.

9. Sheet 2-G0.00 notes Bid Alternate #1 for Increment #2, including removal and replacement of select existing cabinets, sinks, and coat closets. The **Add Alternate cost is a lump sum of $219,890**, plus markup. Please reference the Alternates Log for detailed breakdown by line item.

10. Sheet 2-G0.00 notes Bid Alternate #2 for Increment #2, including various enhancements at the Multipurpose Room. The **Add Alternate cost is $309,203 lump sum**, plus markup. Please reference the Alternates Log for detailed breakdown by line item.

11. Items noted on the Alternates log are to be considered lump sum and not subject to the typical change order review process. Items on the alternates log do not include mark-up.

2 – BUILDING & SITE DEMOLITION, ABATEMENT

1. We include a **$10,000 Owner Allowance** to cover any abatement required for the existing portables.

2. We include a **$150,000 Owner Allowance** to cover any unforeseen abatement required for building A.

3. We assume the existing asphalt to be removed does not have petromat (haz mat).

4. All hazardous materials waste manifests must be signed by the Owner. We cannot sign these documents on the Owner's behalf.

5. Sheet 2-AR1.00 indicates that the storage container and storage shed are to be removed. However, 2-C2.0 indicates they are to be removed and relocated. We do not include removal or relocation of any portable buildings, including the storage container and shed as we assume it will be handled separately by OUSD if required.

6. We include an Owner Allowance of $20,000 for relocation of portable(s) if required.

3 – EARTHWORK

1. Based on the ACC Environmental Consultants report, we assume the soil is "clean" & have not

allowed for any premium costs if the soil is deemed hazardous.

a. If quantities of hazardous soil are discovered, we will submit an additive or deductive change order based on the following subcontractor unit pricing:

i. Federal Class I Soil – $201 per ton

ii. State of California Class I Soil – $135 per ton

iii. Non-hazardous Class II Soil – $68 per ton

2. We do not include any fees or taxes levied by the State of California on hazardous materials generators. The State will assess the Owner for these fees directly.

3. We assume there are no underground tanks to be removed & have not allowed for such. We do not include removal or disposal of unknown sub-surface obstructions or debris, such as, concrete, footings, wood, plastic, conduits, pipes, tanks, wells, etc.

4. Based on the AGS soils report dated 12/12/2022, the water table appears to be more than 15' below grade. As a result, we do not include dewatering of the site during construction. Localized dewatering for rainwater removal is included.

5. We do not include a soil management plan, oversight & soil sampling, or a closure report for the excavation process. It is our understanding that these items will be performed by AGS & ACC Environmental Consultants under a separate contract with the Owner.

6. We do not include formwork for the Building B footings, as we assume that the compacted engineered fill can facilitate neat cut footings per the AGS soils report.

4 – SHORING, UNDERPINNING & SOIL GROUTING

1. No Scope.

5 – DRILLED PIERS, CAISSONS & PILES

1. No Scope.

6 – STRUCTURAL CONCRETE

1. In order to maintain the construction schedule, we request early authorization to proceed with the rebar shop drawings prior to start of construction.

2. Spec 03 30 00 3.3 calls for control joints in the mat slab. We include this with "softcuts" if needed. We normally do not put control joints in the slab.

3. We include a Hard trowel finish.

4. Due to the inherent variability of Ready Mix Concrete, we can't guarantee that concrete (with the same mix design) placed immediately adjacent to another concrete element, which includes concrete from a different batch, will have the same color. This applies to any exposed, site, architectural concrete placed in separate pours (such as on different days & in a checkerboard pattern).

6.1 – FIBERWRAP

1. We include a **$25,000 Owner Allowance** to cover Crack Injections at the FRP walls.

7 – MASONRY

1. No Scope.

8 – STRUCTURAL STEEL, METAL STAIRS & MISC. IRON

1. We do not include AISC certification for the fabricator or installer, as called for in Specification Section 051200. We were not able to procure a bid from any AISC certified installers. This is not a typical certification utilized/required by miscellaneous metals subcontractors.

2. We include a **$15,000 Owner Allowance** to replace any additional existing chain link fence not shown in the drawing that may be needed.

~~3.~~ We include BOK Modern for metal panels at guardrails and walkways per the project specifications. BOK Modern does not provide firm bid pricing until after they finalize their shop drawings and engineering. They also have early payment deposit requirements of 50% progress payment ($52,812) required upon issuance of Purchase Order and before shop drawing submittal and the remaining is billed upon delivery of panels. They also require no retention held which may differ from the owner contract terms.

9 – ROUGH CARPENTRY

1. Cahill intends to self-perform the rough carpentry scope of work, as a competitively bid lump sum line item within the pricing. We recieved three rough carpentry bids and Cahill had the most complete / least costly proposal. The costs will be tracked in a similar manner to a lump sum subcontract.

2. For Building A, our pricing assumes that the details and existing conditions for the tie in and additional framing members are as shown in the drawings. We exclude any additional scope if the actual existing conditions do not match.

12 – EXTERIOR GLAZING

1. We included sunshades per Specification 107300 Metal Awnings, as released in RFC 3-22. Note, Specification 089000 Extruded Aluminum Station Louvers also lists the same product by Airolite.

2. The OUSD Standards Matrix lists Specification 08 51 13 Aluminum Windows at Portable Buildings. We do not include any scope at the Portable Buildings, as we assume it is not required.

3. The OUSD Standards Matrix lists Specifications 08 62 00 Skylights. We do not include any scope for skylights, as we assume it is not required.

4. Our pricing does not include Negative Air Testing or 3rd Party Testing as we assume it will be owner if required.

13 – EXTERIOR SIDING & METAL PANELS

1. No Scope.

14 – EXTERIOR CEMENT PLASTER

1. No qualifications.

15 – ROOFING & WATERPROOFING

1. Our pricing includes roof patching at Increment 2 as shown in Sheets 2-A2.03 and 2-A8.10, issued by HKIT Architects on 3/5/26. If new roof overlay is desired in lieu of patching at Building A, the **Add Alternate cost is $415,000**, plus markup.

16 – SHEET METAL, FLASHING, LOUVERS & EXP JTS

1. Our pricing includes round collars around the duct roof supports per detail 8/2-A8.10, not square as indicated on 6/2-M8.01, per 3/25 email calcification from HKIT Architects.

2. Our pricing does not include roof curb detail 3/2-A8.10 as it does not apply to Increment 2. Typically, this type of curb detail is used for smaller condensing units. As such, we assumed four-

sided flashing at all AHUs, consistent with Details 1/2-A8.10 and 2/2-A8.10, for all duct penetrations at Increment 2.

3. Our pricing includes premanufactured coping with cleats on both sides in accordance with Spec Section 07 71 13. Pricing does not reflect Detail 6/1A8.30, which depicts coping with a single cleat.

17 – EXTERIOR BUILDING MAINTENANCE SYSTEM

1. We assume Building A, Building B, and the Portables will all be maintained and cleaned from the ground level. As a result, we do not include Exterior Building Maintenance equipment.

18 – CAULKING & SEALANTS

1. No Qualifications.

19 – GYPCRETE

1. No Qualifications.

20 – METAL STUD FRAMING & DRYWALL

1. We do not include Abuse Resistant Board as listed in Spec Section 092900 as there is none called out in the drawings.

2. We include patching in Building A in the areas identified in the drawings. In addition, we include an **Owner Allowance of $30,000** for additional patching at Building A that may be required but is not yet identified.

21 – INSULATION & FIRESTOPPING

1. We do not include any mineral wool (including but not limited to Wall Types TA6, YN6, TM6) and High Roof Assembly per Detail 11/1-A8.30 only unfaced batt insulation as there is a significant cost impact to use mineral wool.

2. We include furnishing and installing the closed cell spray foam at roof plumbing vents, curb, cant strips and roof decut penetrations as shown per Detail 1,2,4/2-A8.10 to be installed/applied up to 12" height by width of gap where accessible as the plans do not provide or show the depth. We do not include any inaccessible gap areas.

22 – FINISH CARPENTRY

1. We do not include Specification 062200 Flexible Wood Tambour Panels, as there is no scope per RFC #4 response. We assume the Admin/Reception Desk instead includes SS-2 and SS-3 panels and countertops.

2. Epoxy countertops and splashes in Science Classrooms 205 and 404 are bid as 1" thick black epoxy resin with ¼" high marine edge on the front and sides of each wall run, as referenced in Specification 123653. Marine edging runs on each end from the front edge of the top to the wall. Backsplashes on each end are notched to accommodate the marine edging. If marine edge is not required, the **Deductive Alternate cost is <$9,525>**.

3. Specification 123653 Section 2.3 calls for epoxy shelving to match the epoxy countertops. We do not include epoxy shelving, as it is not shown in the drawings.

4. Countertop joint layout was not provided in the plans. Pricing includes countertop joints placed on fully supported cabinet ends, with tops produced in the longest practicable lengths, not to exceed 96".

5. We include new crown molding at Building A Classroom 111A, Corridors, and Kitchenette where called out with Sheet Note 9.11 only. We assume new crown molding is not required throughout.

6. We include new frame molding at Building A Classroom 111A, Corridors, and Faculty Room South where called out with Sheet Note 9.12 only. We assume new framing molding is not required throughout.

7. Keynote 6.43 on detail 3/2-A5.02 calls for built-in casework in Room 214A Faculty Room South. However, we assume this is a fire blanket cabinet, and have included it as such, as it appears to be wall-mounted.

8. We include PLC-1 for the upper and lower cabinets in Science Classrooms 305 and 404 of Building B per Specification 064116. We do not include CAB-1 lab cabinets as noted on the Finish Schedule on Sheet 1-A10.20.

9. Specification 064116 Section 2.6B calls for face-frame construction. We include frameless construction, per the elevations.

23 – DOORS, FRAMES & HARDWARE; SMOKE CONTAINMENT

1. No qualifications.

24 – OVERHEAD COILING DOORS

1. No Scope.

25 – TILE

1. We do not include cleaning or restoration of any existing tile at Building A, as none is called out in the project documents.

2. Our pricing includes epoxy grout and thinset installation for wall tile. We do not include wall grout sealer, as it is not required with epoxy grout.

3. For Building A wall tile patching scope, our current pricing is based on Daltile Color Wheel Classic, Pricing Groups 1/2/3, for tile patching work at the following locations in Building A:

    a. Corridor tile wainscot patching at FRP locations.

    b. Stairwell tile wall patching at handrail attachments.

    c. Restroom wall tile patching at Restrooms 102, 111B, 114, 115C, 213B, 214B, 218.

26 – ACOUSTICAL CEILINGS & WALL PANELS

1. We include Armstrong Ultima #1945 acoustical ceilings, Suprafine XL 9/16" HRC grid and 1" wall angle with BERC2 seismic clips per Interior Finish Legend on 1-A10.20. Specification 095113 only notes Armstrong as basis of design.

2. We include Lamvin wall panels that are 1" thick tackable high impact, square edges with FR701 fabric, z-clip mounted per Interior Finish Legend on 1-A10.20. Note specification 098400 references CertainTeed Armstrong and OUSD Standards are unclear on desired product, providing a general performance specification under section 092819 (Acoustical Wall Panels) and a only a brand name under 101123 (Tackboards) .

27 – FLOORING – CARPET, RESILIENT, WOOD, POLISHED CONC., EPOXY

1. We include moisture and PH testing prior to the installation of the flooring materials. However, since we cannot anticipate the results of these tests, we have not included the cost of any remediation work or a moisture mitigation system as it most likely will not be required. We include the manufacturer's standard recommended adhesives for each product. Typical Patcraft Carpet is up to 95% RH. Patcraft offers moisture tolerant adhesives for slabs exceeding those limits, which would be an add cost. For Forbo, if the testing is outside their limits (85-90%) RH, Forbo requires a

separate moisture mitigation system. While there is high moisture content glue, it can't be outside the limits for those products regardless of glue and those high moisture adhesives are moisture tolerant and not meant to be a moisture mitigation system. OUSD to advise if moisture mitigation system is to be included in base scope.

28 – PAINTING & WALL COVERINGS

1. The Door Schedule for Building A Increment 2 notes many doors as 'ETR' (Existing to Remain). If desired, painting of all existing doors to remain is an **Add Alternate cost of $22,572**, plus markup.
2. We do not include painting of rooftop equipment, piping, roof vents, or equipment platforms, as we assume it is not required.

29 – MISC. SPECIALTIES & EQUIPMENT

1. We include Platinum Visual Systems markerboards (certified Polyvision manufacturer) in lieu of Claridge per specification 101113 or Rand McNally per OUSD standards.
2. Our previous budget included Smart Boards within Classrooms. However, we do not include Smart Boards in our bid pricing, as they are not shown in the plans.
3. We include the following scope for fire extinguishers and cabinets:
    a. Increment 1 Building B: Four (4) EA fire extinguishers and cabinets, two per floor.
    b. Increment 2 Building A: Six (6) EA fire extinguishers and cabinets, three per floor.
    c. Portables R1-R6: Six (6) EA fire extinguishers and cabinets, one per portable.

30 – PEST CONTROL – PIGEONS, BEDBUGS

1. No Scope.

31 – SIGNAGE

1. Elevation 16/2-A4.04 appears to show a vinyl decal in the Admin/Reception Area of Building A. As no specification was provided we include a 24" x 60" Vinyl Logo, which is digitally printed and plotter cut vinyl.
2. Signage subcontractor requests 50% deposit, due prior to commencement of production.

32 – TOILET & BATH ACCESSORIES

1. None

33 – KITCHEN EQUIPMENT

1. No Scope.

34 – TRASH CHUTES & COMPACTORS

1. No Scope.

35 – WINDOW TREATMENTS

1. We do not include any Window Treatments per RFC 1-1 Response.

36 – ELEVATORS

1. We include a Schindler 330A Dual Jack, 4,000 lb, 150 fpm holeless hydraulic elevator at Increment 1 in accordance with OUSD Specification 142400 Hydraulic Elevators dated June 2017 that was provided by OUSD on 3/4/26 and in RFC #4. We assume this document supersedes all other specifications, including the RFC #2 provided Elevator Spec 142123 as well as the OUSD Standards of Matrix document dated August 11, 2021 that recommended a conventional holed hydraulic

elevator.

2. Schindler includes a standard twelve (12) month maintenance period which includes regular time callback coverage and begins at elevator turnover. Maintenance beyond this 12-month period is excluded.

3. OUSD Specification 142400 includes standards for multiple types of elevators. Our pricing is based solely on a hole less hydraulic elevator system and excludes all requirements applicable to any other elevator types or configurations, including direct plunger holed hydraulic elevator scope such as drilled well holes, casings, buried hydraulic piping, and underground oil containment systems.

4. Our pricing excludes stick on magnetic oil level indicators, which are referenced in the specification (2.3F/Spec 142400), as they are not part of the manufacturer's standard elevator system.

5. Our pricing excludes elevator operation via emergency generator power and any continued elevator operation during power outages (Spec 2.3J and 1.3.C.5/Spec 142400). Included is battery powered emergency lowering only.

6. Our pricing includes a standard single speed elevator car fan and excludes adjustable fan controls or extended run time, as the adjustable timer referenced in the specification (2.3.G/Spec 142400) is not standard for the provided elevator system.

7. Our pricing includes a center opening elevator door configuration in lieu of side opening door shown in plans, as the selected 330A elevator system is manufactured with center opening doors only. This elevator is still gurney compliant and will meet the Gurney code requirements.

8. OUSD Specification 142400 references both 125 FPM (1.7.B/Spec 142400) and 150 FPM (2.1.A.3./Spec 142400) elevator speeds. Our pricing includes a 150 FPM elevator. The elevator manufacturer recommends 125 FPM as more appropriate for this building type and usage. Any change to elevator speed shall be coordinated with the design team and adjusted accordingly. If the elevator speed is reduced to 125 FPM, the **Deductive Alternate cost is <$400>.**

9. Our pricing includes manufacturer standard 3" x 3" finish samples only not the 6"x 8" size listed in OUSD Specification 142400 (1.8.C./Spec 142400).

10. Our pricing includes PDF (electronic) copies of operation, maintenance, and adjustment manuals only. Hard copy bound manuals are excluded (1.8.D/Spec 142400).

11. Our pricing does not include base trim (2.6.M/Spec 142400), as base is not necessary with the stainless-steel shell with PLAM panels.

12. Our pricing excludes recessed downlighting, as the 4000 lb 330A elevator model does not offer this as an available option. The cab is provided with the manufacturer's standard SC02 ceiling, which complies with the selected elevator system (2.6.M.4/Spec 142400).

13. Our pricing includes Nickel Silver entrance sills per the specification. However, the elevator manufacturer has advised that Nickel Silver sills may not be necessary or applicable for this project. If Nickel Silver sills are determined to be not required, the **Deductive Alternate cost is <$10,380>** to substitute Aluminum sills in lieu of Nickel Silver (2.5.C/Spec 142400).

14. We do not include any elevator work at Increment 2.

15. The following are the payment terms for Schindler:

    a. Liquidated Damage and Consequential Damage Provisions are not included.

    b. Payment schedule:

        i. Fifty percent (50%) of the final sales price will be due and payable within 30 days from receipt of a fully executed copy of this proposal or receipt of Contractor's

subcontract This Initial payment will be applied to pre-production, engineering, initial submittals: project management and raw material procurement Receipt of this payment is required prior to the ordering the manufacturing of any materials.

ii. Thirty percent (30%) of the total sales price, including any modifications by scope changes, shall be due and payable when the material described above has been received at Schindler's warehouse hub and ready for delivery to the Customer Receipt of this payment is required prior to delivery and mobilization of labor.

iii. Twenty percent (20%) will be invoiced upon commencement of on-site Installation

iv. Retention shall be five percent (5%)

v. Payment of not less than 95% of the subcontract price, inclusive of all change orders, is a condition precedent to scheduling of the final inspection as required by the authority having jurisdiction.

37 – PORTABLES WORK

1. No qualifications.

42 – FIRE PROTECTION SYSTEM

1. Our pricing does not include fire protection scope at existing building A per RFC item #16 response.
2. Our pricing excludes any permit and fees for the fire protection work. We assume it will be by owner.
3. Our pricing does not include fire pump, as none called out in the plans.

43 – PLUMBING

1. Our pricing includes insulation on the hot water lines per Title 24 requirements.
2. We do not include money for temporary water. We assume this will be provided by existing connection on site at no cost to the contractor.

44 – HVAC

1. Our pricing excludes performance testing, maintenance, air balancing nor warranty of existing equipment (i.e. at portables), as we assume it is not required.
2. Our pricing excludes the cost for a commissioning agent, as we assume it will be carried by the Owner if required. Note, the subcontractor includes assisting the Owner's commissioning agent as needed.

45 – ELECTRICAL, TELEPHONE & DATA

1. All fire alarm equipment will be purchased & supplied by OUSD's vendor to the contractor per the OUSD Fire and Intrusion Alarm systems standards. As such, our pricing includes installation only.
2. Our pricing does not include CCTV camera scope, as none is called out in the plans. However, we do include two (2) EA stub up locations at exterior & interior as shown per detail 3/1-E4.2 at Building B.
3. Our pricing includes a **$50,000 Owner Allowance** for one full-time fire watch personnel.
4. Our pricing includes a **$50,000 Owner Allowance** for removal and reinstallation of electrical and low voltage systems and devices after FRP is installed at Building A. This scope is not clearly shown in the electrical plans.
5. Our pricing includes a **$25,000 Owner Allowance** for fiber optics infrastructure and cabling at

existing portables (R1 – R6), as we assume some may be required.

~~6.~~ Our pricing does not include any fees related to PG&E temporary or permanent power, as we assume these will be carried by the Owner.

7. We do not include an Emergency Responder Radio Coverage System (ERRCS),as none shown in the plans.

46 – SOLAR PANELS

1. We include a (5) year warranty for the complete Photovoltaic and battery system.
2. We include a (25) year manufacturer's product warranty and (25) year linear performance warranty for solar modules.
3. We include a (10) year manufacturer's warranty for inverter.
4. We include a (10) year manufacturer's hardware and performance warranty for battery.
5. Our pricing does not include any state, federal or PG&E rebates. Solar sub will assist with filing for possible rebates. All rebates will accrue directly to the Owner.
6. We have included web-based monitoring of the solar photovoltaic systems.
7. Our pricing does not include solar photovoltaic system at existing building A, as none is shown in the plans.

47 – ASPHALT PAVING & STRIPING

1. For Increment 1, our pricing includes 3" thick asphalt paving at areas that are shown to receive new asphalt paving including the EVA road. Reference RFC #1 item #4.
2. Our pricing includes a **$15,000 Owner Allowance** for offsite striping at new asphalt paving along Fleming Avenue. Offsite plans do not show any street striping.
3. Our pricing includes a **$24,000 Owner Allowance** for new asphalt paving at removed R7 portable. While not shown on the plans for the new AC paving, we assume it will be required.

48 – SITE CONCRETE

1. Due to the inherent variability of Ready Mix Concrete, we can't guarantee that concrete (with the same mix design) placed immediately adjacent to another concrete element, which includes concrete from a different batch, will have the same color. This applies to any exposed, site, architectural concrete placed in separate pours (such as on different days & in a checkerboard pattern).

49 – LANDSCAPE, IRRIGATION & SITE FURNISHINGS

1. Our pricing does not include synthetic turf per Specifications 321813 or 321814. Per RFC Item #7, it is not required.
2. Our pricing does not include the outdoor whiteboard that is called out in Specification 323300-2.5A (7). Per RFC item #8, it is not required.
3. Our pricing includes a **$10,000 Owner Allowance** for reconfiguration of new irrigation lines after field verification to locate the existing mainline for point of connection.
4. For Increment 2, our pricing includes a new irrigation line for the two (2) new trees only shown in sheet 2L8.03 per RFC item #28 response.
5. For Increment 1, we will connect the new irrigation line to existing mainline shown per sheet L8.01.
6. Our pricing excluded hand watering of the existing planting areas.

50 - SITE UTILITIES

1. Pricing includes connection of the new fire & domestic water service from the water meters to the building. The City Water Department (EBMUD) will install the section of pipe from the meter to the main including the water meter. The cost for this work will be borne by the Owner under a separate contract with the City.
2. Pricing does not include new fire hydrant or piping show at Fleming Avenue. The cost for this work will be borne by the Owner under a separate contract with the City.
3. Our pricing does not include installation of the gas service or meter or any trenching or backfill for the same. This work is typically performed by PG&E under a separate contract with the Owner.
4. Our pricing does not include Cable, Internet/Data, TV & Phone service from the building to the street as none are shown in the plans.
5. Our pricing does not include site utility connection fees but we recommend that the owner carry an allowance.
6. There is currently a fence at the existing switchgear which does not appear to have the required 3-foot clearance behind or around it. We do not include relocation or replacement of this fencing, as we assume the existing can remain in the current location.
7. Our pricing includes a **$120,000 Owner Allowance** for the new primary service lateral between the existing utility pole, the pad-mounted PG&E transformer, and the CT cabinet for PG&E meter per 2E1.00. This work needs to be coordinated with PG&E.
8. Our pricing includes a **$10,000 Owner Allowance** for the removal & abandonment of any unforeseen utilities within the site.

51 – PERSONNEL HOIST

1. No Scope.

52 – CRANE SERVICE

1. We do not include a tower crane but do include hoisting using mobile cranes.

53 – SCAFFOLD

1. No Qualifications.

54 – FINAL CLEANING

1. We include a single, baseline cleaning of the project per phase. Additional cleaning as a result of items such as extra work, additional request, the Owner's furniture vendor, move in staff, etc. shall result in additional costs.

55 – SITE SECURITY

1. We include monitored surveillance cameras for the duration of the project (27 months). We expect the Owner will take responsibility for site security once the Temporary Certificate of Occupancy is issued.
2. Enhanced security measures such as off duty police, armed or additional guards, etc. are not included in the pricing.

56 - Contract Document List

Project Manuals (See attached Tables of Contents)

1. Increment 1: New Building B, prepared HKIT ARCHITECTS, dated January 16, 2026

2. Increment 2: Renovation of Building A, prepared HKIT ARCHITECTS, dated January 16, 2026

Drawings

1. Increment 1: New Building B prepared by HKIT ARCHITECTS, dated 01/16/2026
2. Increment 2: Renovation of Building A drawings, prepared by HKIT ARCHITECTS, dated 01/16/2026

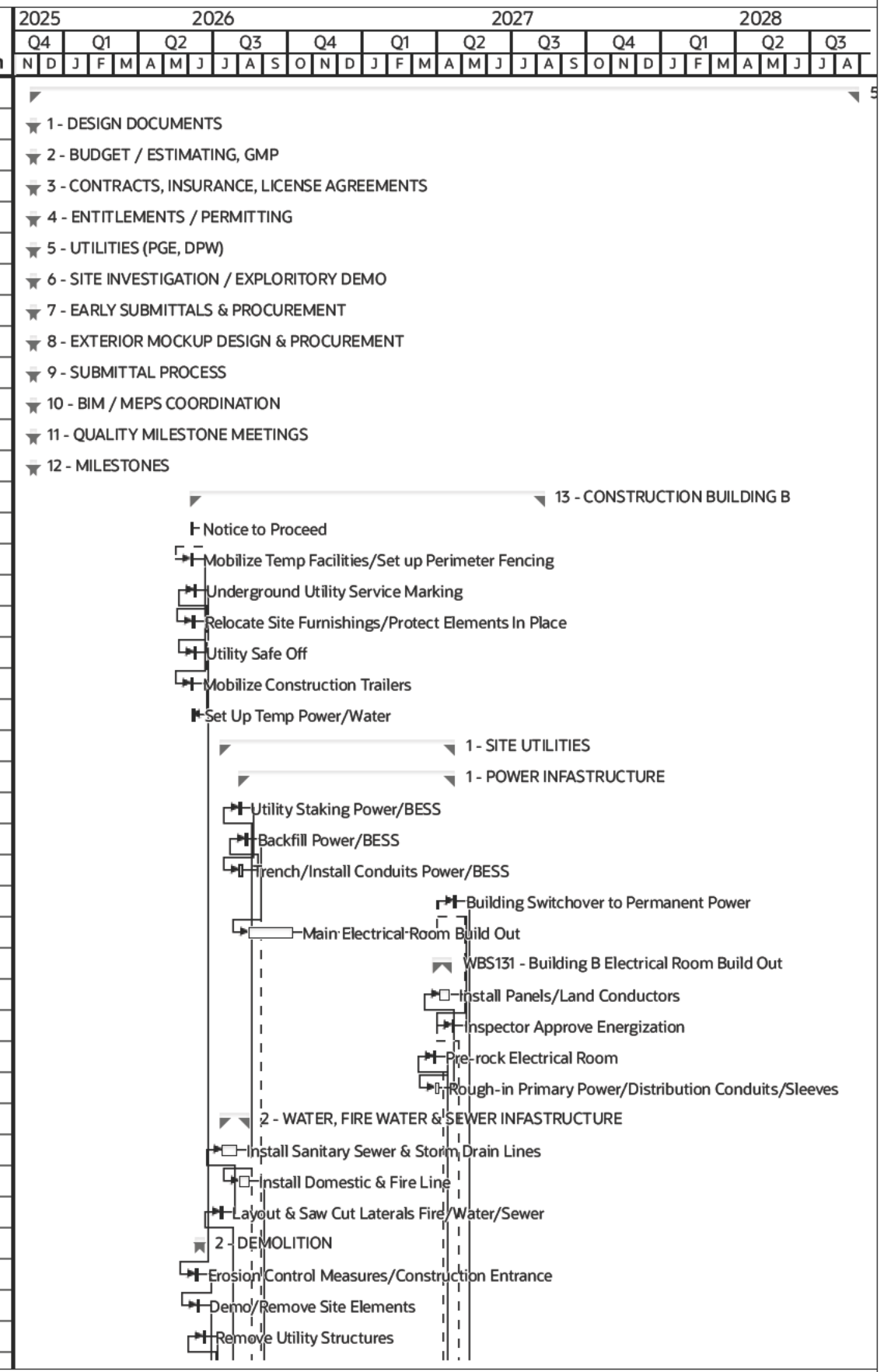
Miscellaneous

1. Limited Asbestos & Lead Survey for Planned Renovation Project, prepared by ACC Environmental Consultants, dated March 11, 2025.
2. Limited Asbestos & Lead Survey with PCB Sampling for the Planned Alarm Installation Project Maxwell Park School, prepared by ACC Environmental Consultants, dated September 25, 2025.
3. Soil Characterization Report, prepared by ACC Environmental Consultants, dated January 21, 2025.
4. Final Geotechnical Study Report & Supplemental Letter, prepared by AGS, dated December 4, 2024.
5. Response to RFC #1-4
6. Bid Memo #1, issued January 26, 2026, including OUSD Standard Specifications and Matrix.
7. Bid Memo #2, issued January 29, 2026 and March 19, 2026 including OUSD Prequalification Requirements.
8. Bid Memo #3, issued February 6, 2026, including Bid Form & Exhibit A Scopes of Work.
9. Bid Memo #4, issued February 9, 2026, including Geotechnical Report & Response to RFC #1.
10. OUSD Data & Communication Standard Specification, issued February 8, 2024.
11. OUSD Fire & Intrusion Alarm Systems Standard Specification, issued July 17, 2025.
12. OUSD Standards Matrix, issued August 11, 2021.

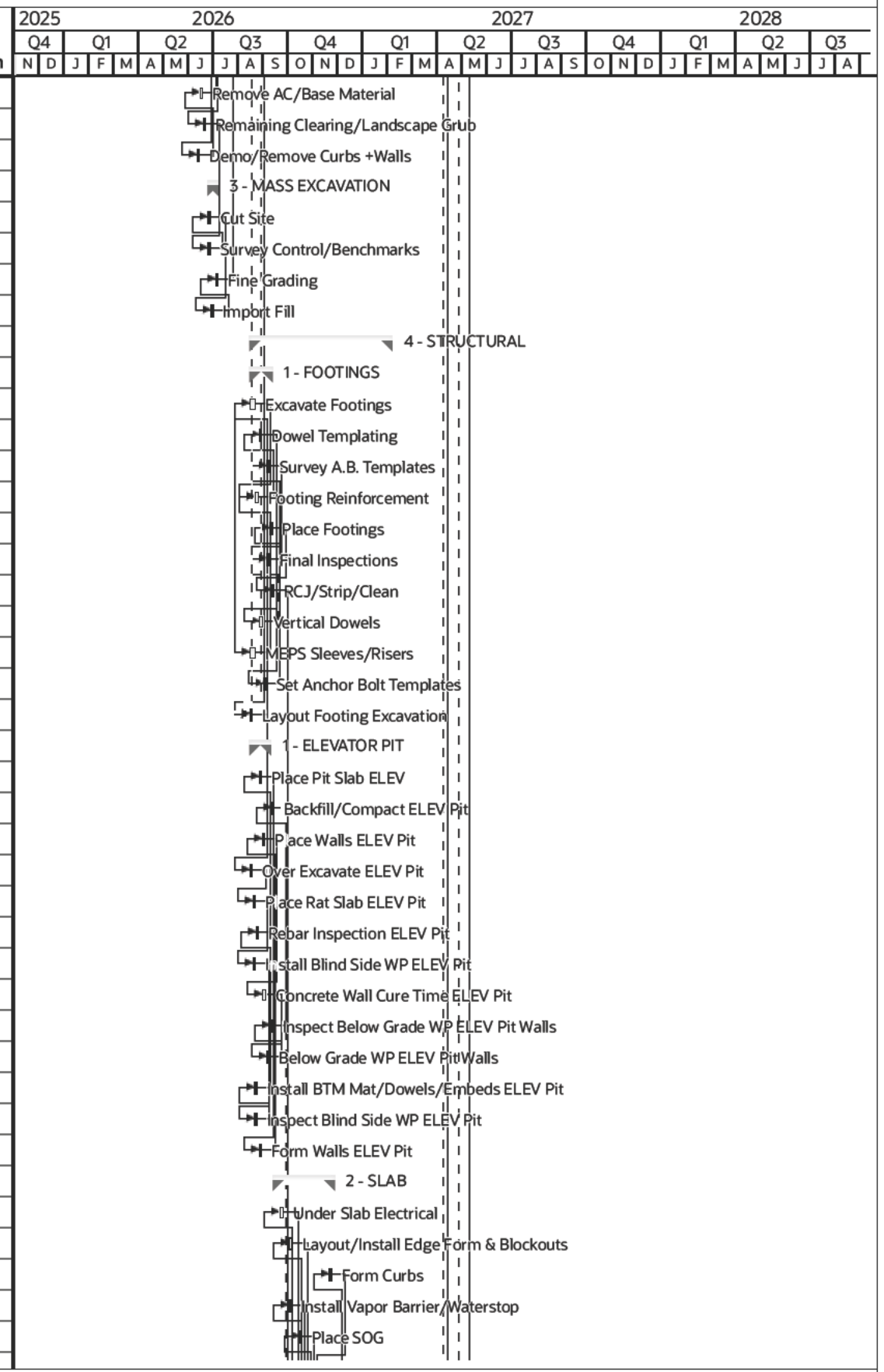
End of Document List & Qualifications

SCHEDULE 3
PROJECT SCHEDULE

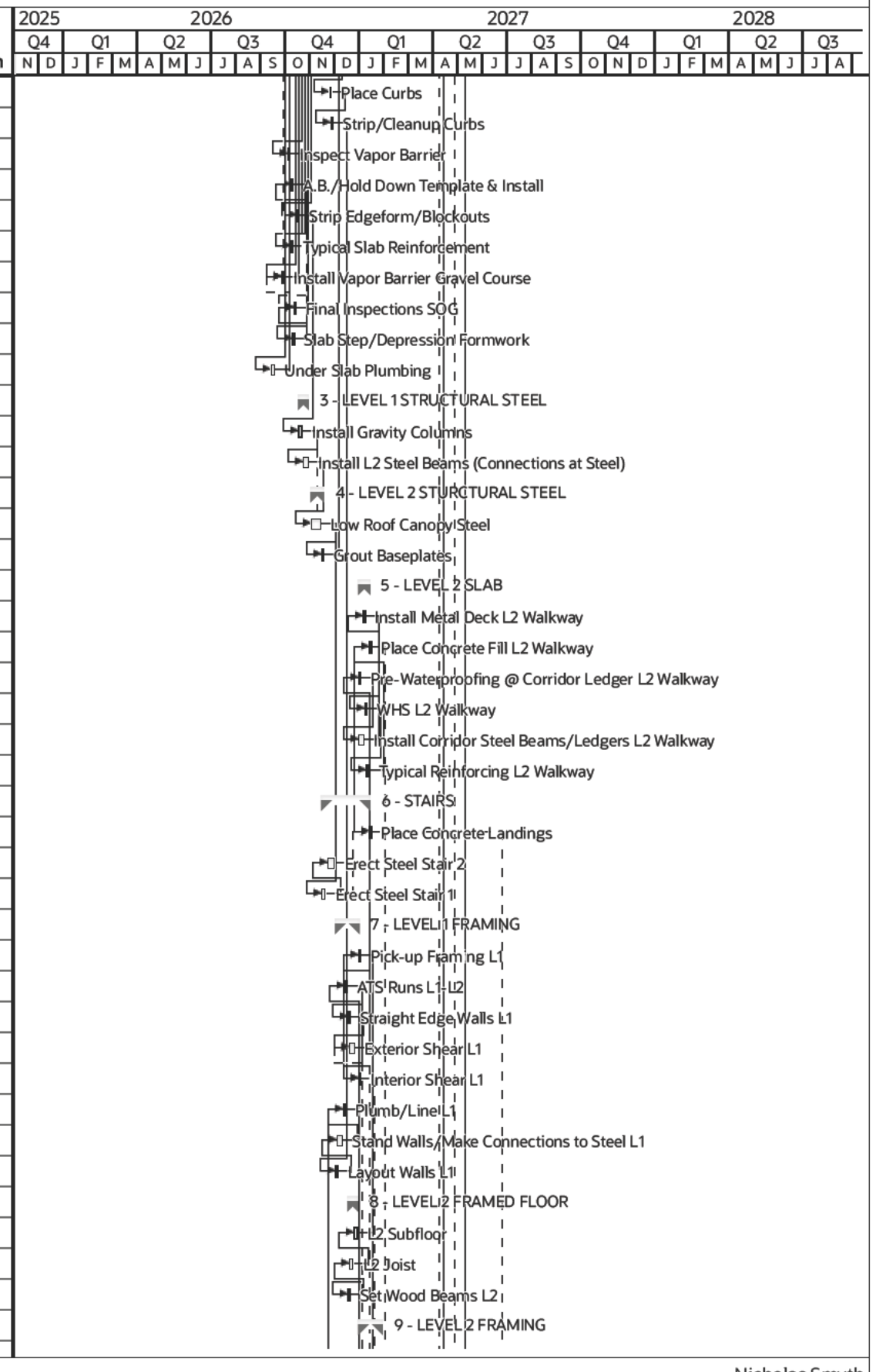
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
585-01 - OUSD ...	OUSD Melrose		695d	19-Nov-25	29-Aug-28
1 - DESIGN DO...	DESIGN DOCUMENTS		5d	19-Nov-25	25-Nov-25
2 - BUDGET / E...	BUDGET / ESTIMATING, GMP		5d	19-Nov-25	25-Nov-25
3 - CONTRACT...	CONTRACTS, INSURANCE, LICENSE AGREEMENTS		5d	19-Nov-25	25-Nov-25
4 - ENTITLEME...	ENTITLEMENTS / PERMITTING		5d	19-Nov-25	25-Nov-25
5 - UTILITIES (P...	UTILITIES (PGE, DPW)		5d	19-Nov-25	25-Nov-25
6 - SITE INVES...	SITE INVESTIGATION / EXPLORITORY DEMO		5d	19-Nov-25	25-Nov-25
7 - EARLY SUB...	EARLY SUBMITTALS & PROCUREMENT		5d	19-Nov-25	25-Nov-25
8 - EXTERIOR ...	EXTERIOR MOCKUP DESIGN & PROCUREMENT		5d	19-Nov-25	25-Nov-25
9 - SUBMITTAL...	SUBMITTAL PROCESS		5d	19-Nov-25	25-Nov-25
10 - BIM / MEP...	BIM / MEPS COORDINATION		5d	19-Nov-25	25-Nov-25
11 - QUALITY ...	QUALITY MILESTONE MEETINGS		5d	19-Nov-25	25-Nov-25
12 - MILESTON...	MILESTONES		5d	19-Nov-25	25-Nov-25
13 - CONSTRU...	CONSTRUCTION BUILDING B		298d	01-Jun-26	09-Aug-27
A2080	Notice to Proceed	0.00%	1d	01-Jun-26 C	01-Jun-26
A2090	Mobilize Temp Facilities/Set up Perimeter Fencing	0.00%	2d	01-Jun-26 C	02-Jun-26
A4520	Underground Utility Service Marking	0.00%	1d	05-Jun-26	05-Jun-26
A4510	Relocate Site Furnishings/Protect Elements In Place	0.00%	2d	03-Jun-26	04-Jun-26
A4530	Utility Safe Off	0.00%	1d	05-Jun-26	05-Jun-26
A4490	Mobilize Construction Trailers	0.00%	2d	02-Jun-26	03-Jun-26
A4500	Set Up Temp Power/Water	0.00%	1d	03-Jun-26	03-Jun-26
1 - SITE UTILI...	SITE UTILITIES		198d	07-Jul-26	20-Apr-27
1 - POWER I...	POWER INFASTRUCTURE		181d	30-Jul-26	20-Apr-27
A2100	Utility Staking Power/BESS	0.00%	1d	30-Jul-26	30-Jul-26
A2120	Backfill Power/BESS	0.00%	2d	07-Aug-26	10-Aug-26
A2110	Trench/Install Conduits Power/BESS	0.00%	5d	31-Jul-26	06-Aug-26
A2140	Building Switchover to Permanent Power	0.00%	2d	19-Apr-27	20-Apr-27
A2130	Main Electrical Room Build Out	0.00%	40d	11-Aug-26	06-Oct-26
WBS131 - ...	Building B Electrical Room Build Out		17d	25-Mar-27	16-Apr-27
A6550	Install Panels/Land Conductors	0.00%	10d	02-Apr-27	15-Apr-27
A6560	Inspector Approve Energization	0.00%	1d	16-Apr-27	16-Apr-27
A6530	Pre-rock Electrical Room	0.00%	1d	25-Mar-27	25-Mar-27
A6540	Rough-in Primary Power/Distribution Conduits/Sleeves	0.00%	5d	26-Mar-27	01-Apr-27
2 - WATER, F...	WATER, FIRE WATER & SEWER INFASTRUCTURE		27d	07-Jul-26	12-Aug-26
A2450	Install Sanitary Sewer & Storm Drain Lines	0.00%	15d	09-Jul-26	29-Jul-26
A2460	Install Domestic & Fire Line	0.00%	10d	30-Jul-26	12-Aug-26
A2440	Layout & Saw Cut Laterals Fire/Water/Sewer	0.00%	2d	07-Jul-26	08-Jul-26
2 - DEMOLITI...	DEMOLITION		9d	08-Jun-26	18-Jun-26
A2470	Erosion Control Measures/Construction Entrance	0.00%	1d	08-Jun-26	08-Jun-26
A2480	Demo/Remove Site Elements	0.00%	1d	09-Jun-26	09-Jun-26
A4560	Remove Utility Structures	0.00%	1d	16-Jun-26	16-Jun-26



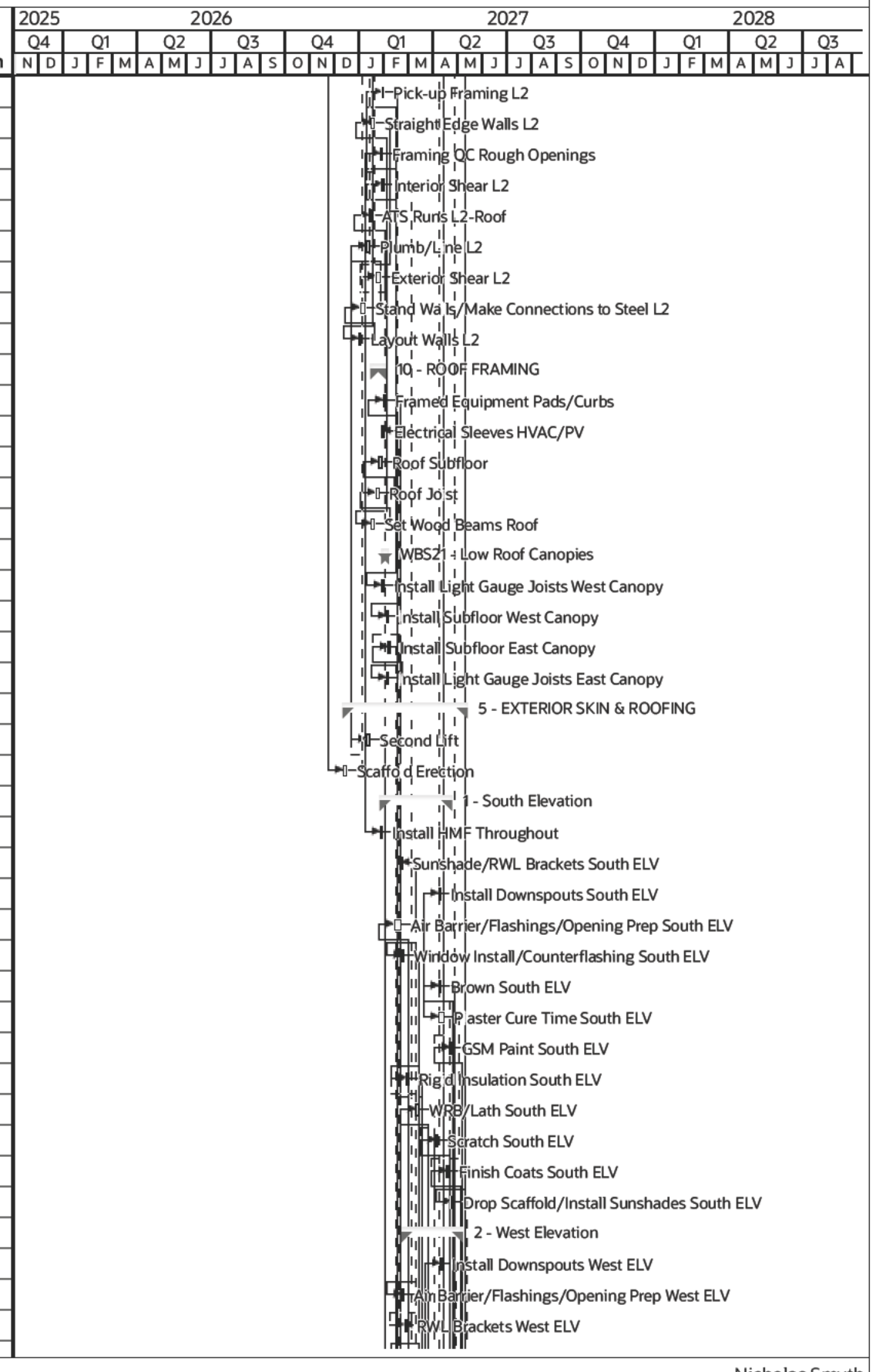
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A4550	Remove AC/Base Material	0.00%	2d	12-Jun-26	15-Jun-26
A4570	Remaining Clearing/Landscape Grub	0.00%	2d	17-Jun-26	18-Jun-26
A4540	Demo/Remove Curbs +Walls	0.00%	2d	10-Jun-26	11-Jun-26
3 - MASS EXC...	MASS EXCAVATION		10d	22-Jun-26	06-Jul-26
A2650	Cut Site	0.00%	3d	23-Jun-26	25-Jun-26
A2490	Survey Control/Benchmarks	0.00%	1d	22-Jun-26	22-Jun-26
A4590	Fine Grading	0.00%	3d	01-Jul-26	06-Jul-26
A4580	Import Fill	0.00%	3d	26-Jun-26	30-Jun-26
4 - STRUCTU...	STRUCTURAL		120d	13-Aug-26	05-Feb-27
1 - FOOTINGS	FOOTINGS		20d	13-Aug-26	10-Sep-26
A2660	Excavate Footings	0.00%	5d	14-Aug-26	20-Aug-26
A4630	Dowel Templating	0.00%	5d	24-Aug-26	28-Aug-26
A4660	Survey A.B. Templates	0.00%	1d	03-Sep-26	03-Sep-26
A4620	Footing Reinforcement	0.00%	5d	19-Aug-26	25-Aug-26
A4680	Place Footings	0.00%	1d	08-Sep-26	08-Sep-26
A4670	Final Inspections	0.00%	1d	04-Sep-26	04-Sep-26
A4690	RCJ/Strip/Clean	0.00%	2d	09-Sep-26	10-Sep-26
A4640	Vertical Dowels	0.00%	5d	25-Aug-26	31-Aug-26
A4610	MEPS Sleeves/Risers	0.00%	5d	14-Aug-26	20-Aug-26
A4650	Set Anchor Bolt Templates	0.00%	3d	31-Aug-26	02-Sep-26
A2500	Layout Footing Excavation	0.00%	3d	13-Aug-26	17-Aug-26
1 - ELEVAT...	ELEVATOR PIT		18d	14-Aug-26	09-Sep-26
A4750	Place Pit Slab ELEV	0.00%	1d	24-Aug-26	24-Aug-26
A4810	Backfill/Compact ELEV Pit	0.00%	1d	09-Sep-26	09-Sep-26
A4770	Place Walls ELEV Pit	0.00%	1d	28-Aug-26	28-Aug-26
A4600	Over Excavate ELEV Pit	0.00%	1d	14-Aug-26	14-Aug-26
A4700	Place Rat Slab ELEV Pit	0.00%	1d	17-Aug-26	17-Aug-26
A4740	Rebar Inspection ELEV Pit	0.00%	1d	21-Aug-26	21-Aug-26
A4710	Install Blind Side WP ELEV Pit	0.00%	1d	18-Aug-26	18-Aug-26
A4780	Concrete Wall Cure Time ELEV Pit	0.00%	7d	28-Aug-26	03-Sep-26
A4800	Inspect Below Grade WP ELEV Pit Walls	0.00%	1d	08-Sep-26	08-Sep-26
A4790	Below Grade WP ELEV Pit Walls	0.00%	1d	04-Sep-26	04-Sep-26
A4730	Install BTM Mat/Dowels/Embeds ELEV Pit	0.00%	1d	20-Aug-26	20-Aug-26
A4720	Inspect Blind Side WP ELEV Pit	0.00%	1d	19-Aug-26	19-Aug-26
A4760	Form Walls ELEV Pit	0.00%	3d	25-Aug-26	27-Aug-26
2 - SLAB	SLAB		53d	11-Sep-26	25-Nov-26
A4820	Under Slab Electrical	0.00%	5d	18-Sep-26	24-Sep-26
A4860	Layout/Install Edge Form & Blockouts	0.00%	5d	29-Sep-26	05-Oct-26
A4920	Form Curbs	0.00%	3d	18-Nov-26	20-Nov-26
A4840	Install Vapor Barrier/Waterstop	0.00%	3d	29-Sep-26	01-Oct-26
A4910	Place SOG	0.00%	1d	13-Oct-26	13-Oct-26



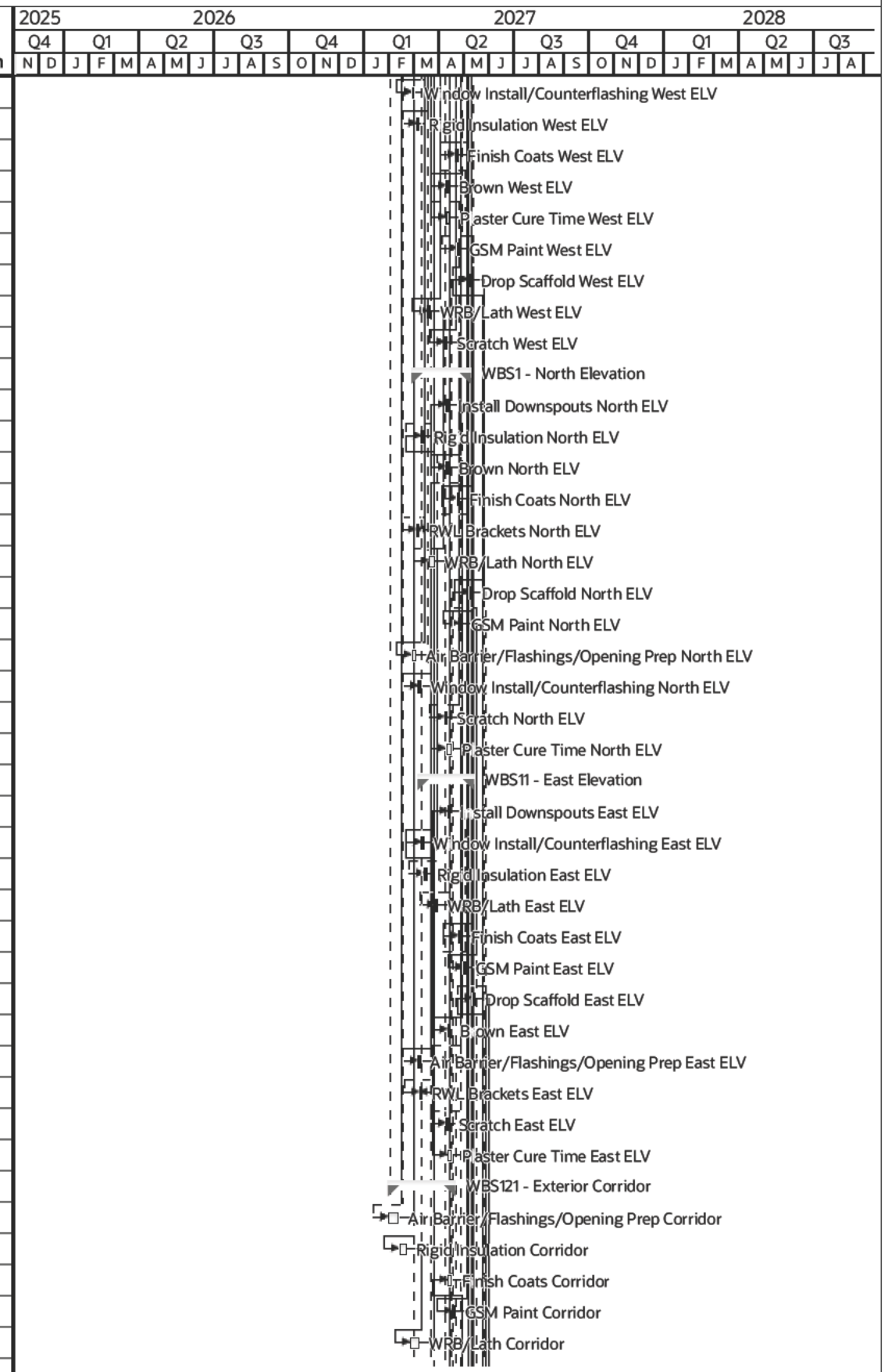
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A4930	Place Curbs	0.00%	1d	23-Nov-26	23-Nov-26
A4940	Strip/Cleanup Curbs	0.00%	2d	24-Nov-26	25-Nov-26
A4850	Inspect Vapor Barrier	0.00%	1d	02-Oct-26	02-Oct-26
A4890	A.B./Hold Down Template & Install	0.00%	3d	06-Oct-26	08-Oct-26
A4960	Strip Edgeform/Blockouts	0.00%	2d	14-Oct-26	15-Oct-26
A4870	Typical Slab Reinforcement	0.00%	3d	05-Oct-26	07-Oct-26
A4830	Install Vapor Barrier Gravel Course	0.00%	2d	25-Sep-26	28-Sep-26
A4900	Final Inspections SOG	0.00%	1d	09-Oct-26	09-Oct-26
A4880	Slab Step/Depression Formwork	0.00%	1d	08-Oct-26	08-Oct-26
A2520	Under Slab Plumbing	0.00%	5d	11-Sep-26	17-Sep-26
3 - LEVEL 1 ...	LEVEL 1 STRUCTURAL STEEL		10d	16-Oct-26	29-Oct-26
A2530	Install Gravity Columns	0.00%	3d	16-Oct-26	20-Oct-26
A4950	Install L2 Steel Beams (Connections at Steel)	0.00%	7d	21-Oct-26	29-Oct-26
4 - LEVEL 2 ...	LEVEL 2 STURCTURAL STEEL		13d	30-Oct-26	17-Nov-26
A2540	Low Roof Canopy Steel	0.00%	10d	30-Oct-26	12-Nov-26
A4970	Grout Baseplates	0.00%	3d	13-Nov-26	17-Nov-26
5 - LEVEL 2 ...	LEVEL 2 SLAB		11d	28-Dec-26	12-Jan-27
A2620	Install Metal Deck L2 Walkway	0.00%	3d	04-Jan-27	06-Jan-27
A2630	Place Concrete Fill L2 Walkway	0.00%	1d	12-Jan-27	12-Jan-27
A5130	Pre-Waterproofing @ Corridor Ledger L2 Walkway	0.00%	2d	28-Dec-26	29-Dec-26
A5140	WHS L2 Walkway	0.00%	3d	06-Jan-27	08-Jan-27
A2550	Install Corridor Steel Beams/Ledgers L2 Walkway	0.00%	5d	29-Dec-26	05-Jan-27
A5150	Typical Reinforcing L2 Walkway	0.00%	2d	08-Jan-27	11-Jan-27
6 - STAIRS	STAIRS		39d	13-Nov-26	12-Jan-27
A2640	Place Concrete Landings	0.00%	1d	12-Jan-27	12-Jan-27
A5160	Erect Steel Stair 2	0.00%	5d	20-Nov-26	30-Nov-26
A2560	Erect Steel Stair 1	0.00%	5d	13-Nov-26	19-Nov-26
7 - LEVEL 1 ...	LEVEL 1 FRAMING		22d	30-Nov-26	30-Dec-26
A5860	Pick-up Framing L1	0.00%	2d	28-Dec-26	29-Dec-26
A5050	ATS Runs L1-L2	0.00%	3d	11-Dec-26	15-Dec-26
A5090	Straight Edge Walls L1	0.00%	3d	15-Dec-26	17-Dec-26
A5070	Exterior Shear L1	0.00%	6d	17-Dec-26	24-Dec-26
A5080	Interior Shear L1	0.00%	3d	28-Dec-26	30-Dec-26
A5010	Plumb/Line L1	0.00%	3d	09-Dec-26	11-Dec-26
A4980	Stand Walls/Make Connections to Steel L1	0.00%	6d	02-Dec-26	09-Dec-26
A2570	Layout Walls L1	0.00%	3d	30-Nov-26	02-Dec-26
8 - LEVEL 2 ...	LEVEL 2 FRAMED FLOOR		10d	15-Dec-26	29-Dec-26
A5000	L2 Subfloor	0.00%	5d	22-Dec-26	29-Dec-26
A4990	L2 Joist	0.00%	5d	17-Dec-26	23-Dec-26
A2580	Set Wood Beams L2	0.00%	3d	15-Dec-26	17-Dec-26
9 - LEVEL 2 ...	LEVEL 2 FRAMING		22d	29-Dec-26	29-Jan-27



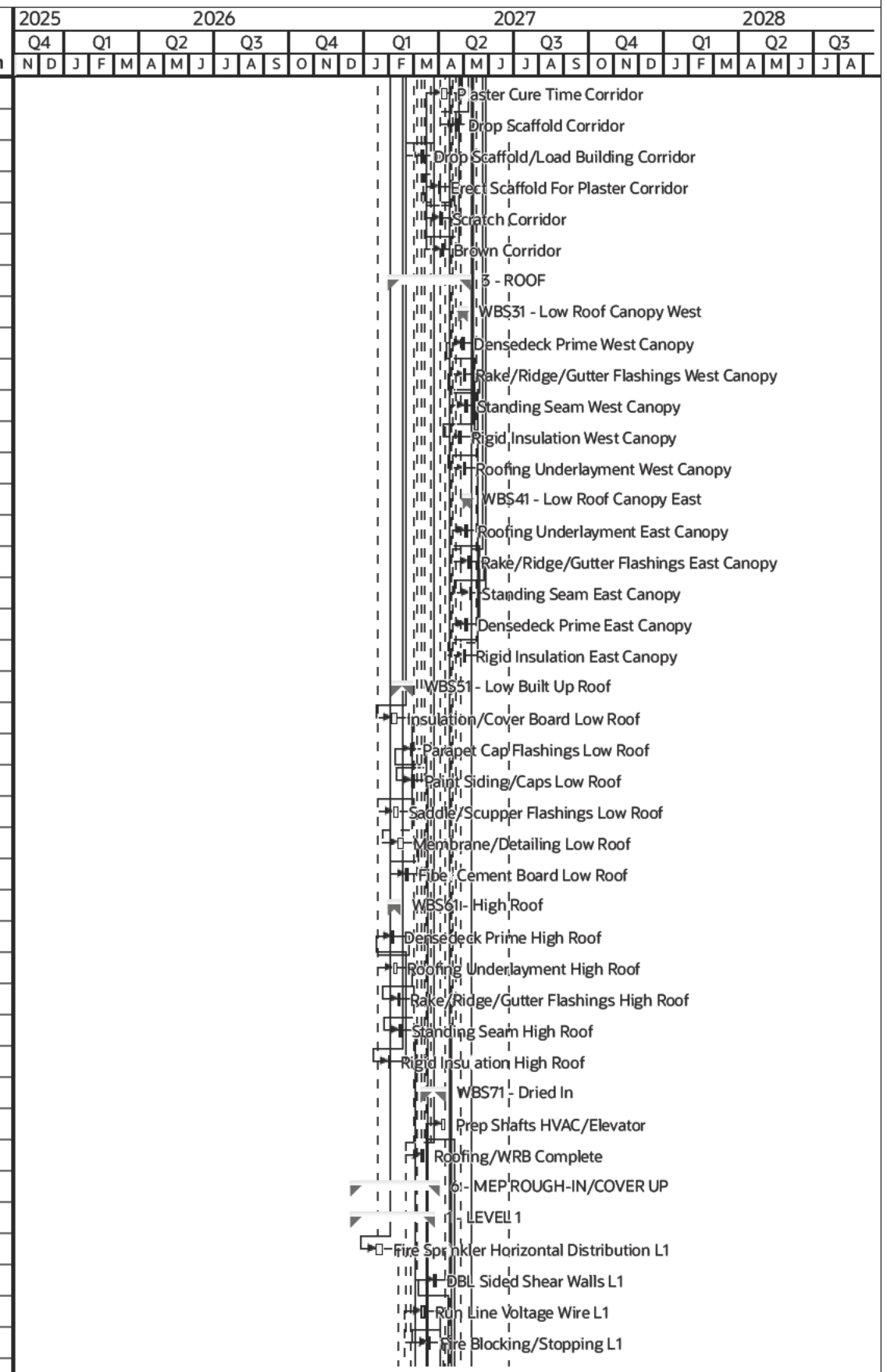
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A5870	Pick-up Framing L2	0.00%	2d	27-Jan-27	28-Jan-27
A5100	Straight Edge Walls L2	0.00%	3d	14-Jan-27	19-Jan-27
A5170	Framing QC Rough Openings	0.00%	4d	25-Jan-27	28-Jan-27
A5120	Interior Shear L2	0.00%	3d	27-Jan-27	29-Jan-27
A5060	ATS Runs L2-Roof	0.00%	3d	12-Jan-27	14-Jan-27
A5030	Plumb/Line L2	0.00%	3d	08-Jan-27	12-Jan-27
A5110	Exterior Shear L2	0.00%	6d	19-Jan-27	26-Jan-27
A5020	Stand Walls/Make Connections to Steel L2	0.00%	6d	31-Dec-26	08-Jan-27
A2590	Layout Walls L2	0.00%	3d	29-Dec-26	31-Dec-26
10 - ROOF F...	ROOF FRAMING		12d	14-Jan-27	01-Feb-27
A5630	Framed Equipment Pads/Curbs	0.00%	3d	28-Jan-27	01-Feb-27
A6140	Electrical Sleeves HVAC/PV	0.00%	2d	27-Jan-27	28-Jan-27
A5040	Roof Subfloor	0.00%	5d	22-Jan-27	28-Jan-27
A3300	Roof Joist	0.00%	5d	19-Jan-27	25-Jan-27
A2610	Set Wood Beams Roof	0.00%	3d	14-Jan-27	19-Jan-27
WBS21 - Lo...	Low Roof Canopies		8d	27-Jan-27	05-Feb-27
A5540	Install Light Gauge Joists West Canopy	0.00%	3d	27-Jan-27	29-Jan-27
A5550	Install Subfloor West Canopy	0.00%	2d	01-Feb-27	02-Feb-27
A5570	Install Subfloor East Canopy	0.00%	2d	04-Feb-27	05-Feb-27
A5560	Install Light Gauge Joists East Canopy	0.00%	3d	01-Feb-27	03-Feb-27
5 - EXTERIOR ...	EXTERIOR SKIN & ROOFING		106d	09-Dec-26	11-May-27
A2800	Second Lift	0.00%	4d	08-Jan-27	13-Jan-27
A2790	Scaffold Erection	0.00%	4d	09-Dec-26	14-Dec-26
1 - South Ele...	South Elevation		63d	25-Jan-27	22-Apr-27
A6150	Install HMF Throughout	0.00%	3d	25-Jan-27	27-Jan-27
A2680	Sunshade/RWL Brackets South ELV	0.00%	2d	17-Feb-27	18-Feb-27
A5800	Install Downspouts South ELV	0.00%	2d	06-Apr-27	07-Apr-27
A2670	Air Barrier/Flashings/Opening Prep South ELV	0.00%	5d	11-Feb-27	18-Feb-27
A5180	Window Install/Counterflashing South ELV	0.00%	3d	19-Feb-27	23-Feb-27
A5200	Brown South ELV	0.00%	1d	06-Apr-27	06-Apr-27
A5210	Plaster Cure Time South ELV	0.00%	7d	06-Apr-27	12-Apr-27
A5230	GSM Paint South ELV	0.00%	2d	19-Apr-27	20-Apr-27
A2690	Rigid Insulation South ELV	0.00%	3d	24-Feb-27	26-Feb-27
A2700	WRB/Lath South ELV	0.00%	5d	08-Mar-27	12-Mar-27
A5190	Scratch South ELV	0.00%	1d	02-Apr-27	02-Apr-27
A5220	Finish Coats South ELV	0.00%	2d	15-Apr-27	16-Apr-27
A5240	Drop Scaffold/Install Sunshades South ELV	0.00%	2d	21-Apr-27	22-Apr-27
2 - West Elev...	West Elevation		54d	19-Feb-27	05-May-27
A5810	Install Downspouts West ELV	0.00%	2d	07-Apr-27	08-Apr-27
A2710	Air Barrier/Flashings/Opening Prep West ELV	0.00%	3d	19-Feb-27	23-Feb-27
A2720	RWL Brackets West ELV	0.00%	1d	23-Feb-27	23-Feb-27



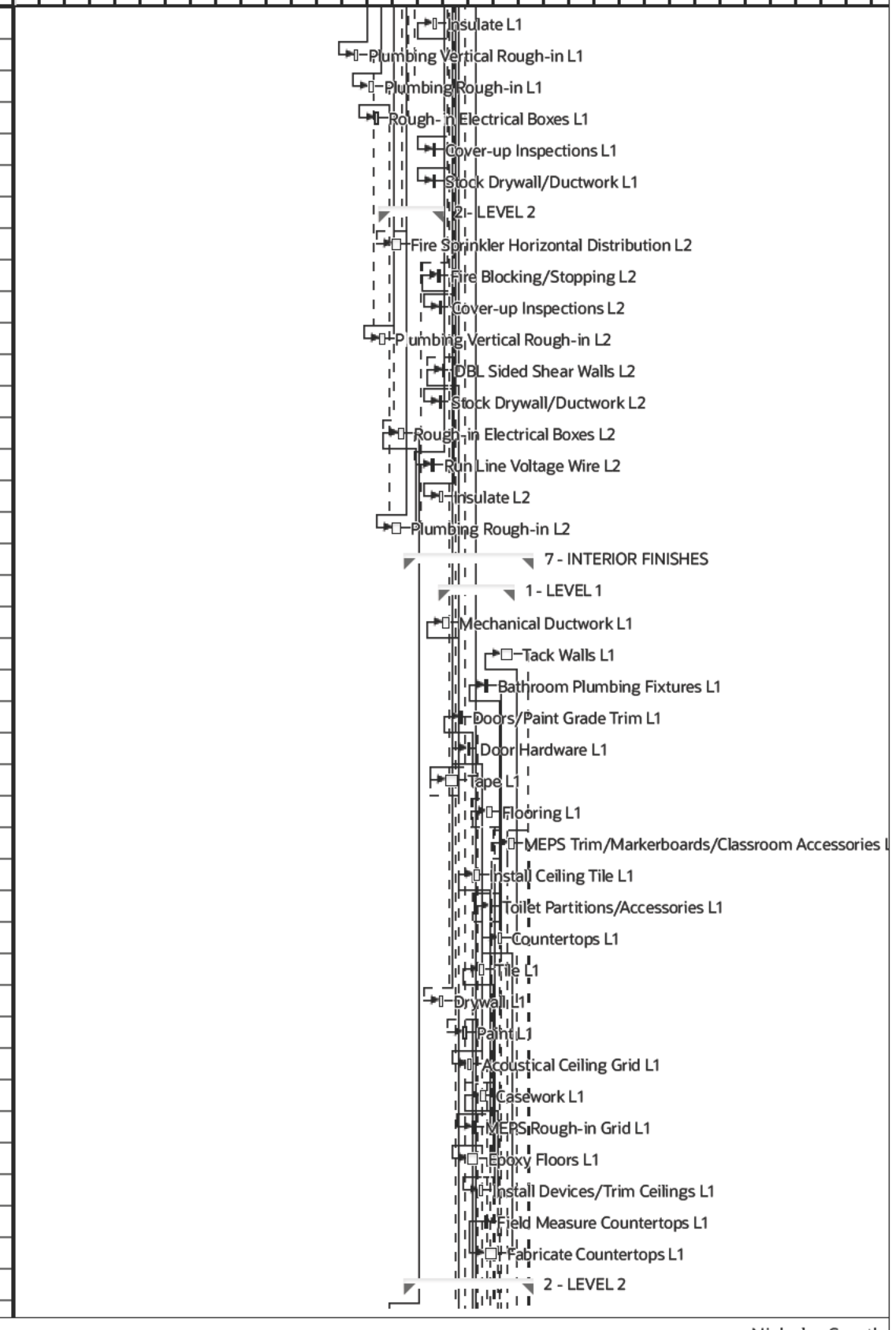
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A2730	Window Install/Counterflashing West ELV	0.00%	2d	24-Feb-27	25-Feb-27
A2740	Rigid Insulation West ELV	0.00%	2d	01-Mar-27	02-Mar-27
A5290	Finish Coats West ELV	0.00%	2d	19-Apr-27	20-Apr-27
A5270	Brown West ELV	0.00%	1d	07-Apr-27	07-Apr-27
A5280	Plaster Cure Time West ELV	0.00%	7d	07-Apr-27	13-Apr-27
A5300	GSM Paint West ELV	0.00%	2d	21-Apr-27	22-Apr-27
A5310	Drop Scaffold West ELV	0.00%	2d	04-May-27	05-May-27
A5250	WRB/Lath West ELV	0.00%	3d	15-Mar-27	17-Mar-27
A5260	Scratch West ELV	0.00%	1d	05-Apr-27	05-Apr-27
WBS1 - Nort...	North Elevation		53d	24-Feb-27	07-May-27
A5820	Install Downspouts North ELV	0.00%	2d	08-Apr-27	09-Apr-27
A5350	Rigid Insulation North ELV	0.00%	3d	08-Mar-27	10-Mar-27
A5380	Brown North ELV	0.00%	1d	08-Apr-27	08-Apr-27
A5400	Finish Coats North ELV	0.00%	2d	21-Apr-27	22-Apr-27
A5330	RWL Brackets North ELV	0.00%	2d	01-Mar-27	02-Mar-27
A5360	WRB/Lath North ELV	0.00%	5d	18-Mar-27	24-Mar-27
A5420	Drop Scaffold North ELV	0.00%	2d	06-May-27	07-May-27
A5410	GSM Paint North ELV	0.00%	2d	23-Apr-27	26-Apr-27
A5320	Air Barrier/Flashings/Opening Prep North ELV	0.00%	5d	24-Feb-27	02-Mar-27
A5340	Window Install/Counterflashing North ELV	0.00%	3d	03-Mar-27	05-Mar-27
A5370	Scratch North ELV	0.00%	1d	06-Apr-27	06-Apr-27
A5390	Plaster Cure Time North ELV	0.00%	7d	08-Apr-27	14-Apr-27
WBS11 - Eas...	East Elevation		50d	03-Mar-27	11-May-27
A5830	Install Downspouts East ELV	0.00%	2d	09-Apr-27	12-Apr-27
A5450	Window Install/Counterflashing East ELV	0.00%	2d	08-Mar-27	09-Mar-27
A5460	Rigid Insulation East ELV	0.00%	2d	11-Mar-27	12-Mar-27
A5470	WRB/Lath East ELV	0.00%	3d	25-Mar-27	29-Mar-27
A5510	Finish Coats East ELV	0.00%	2d	23-Apr-27	26-Apr-27
A5520	GSM Paint East ELV	0.00%	2d	27-Apr-27	28-Apr-27
A5530	Drop Scaffold East ELV	0.00%	2d	10-May-27	11-May-27
A5490	Brown East ELV	0.00%	1d	09-Apr-27	09-Apr-27
A5430	Air Barrier/Flashings/Opening Prep East ELV	0.00%	3d	03-Mar-27	05-Mar-27
A5440	RWL Brackets East ELV	0.00%	1d	05-Mar-27	05-Mar-27
A5480	Scratch East ELV	0.00%	1d	07-Apr-27	07-Apr-27
A5500	Plaster Cure Time East ELV	0.00%	7d	09-Apr-27	15-Apr-27
WBS121 - Ex...	Exterior Corridor		57d	28-Jan-27	19-Apr-27
A6160	Air Barrier/Flashings/Opening Prep Corridor	0.00%	10d	28-Jan-27	10-Feb-27
A6170	Rigid Insulation Corridor	0.00%	6d	11-Feb-27	19-Feb-27
A6220	Finish Coats Corridor	0.00%	4d	09-Apr-27	14-Apr-27
A6230	GSM Paint Corridor	0.00%	2d	15-Apr-27	16-Apr-27
A6180	WRB/Lath Corridor	0.00%	10d	22-Feb-27	05-Mar-27



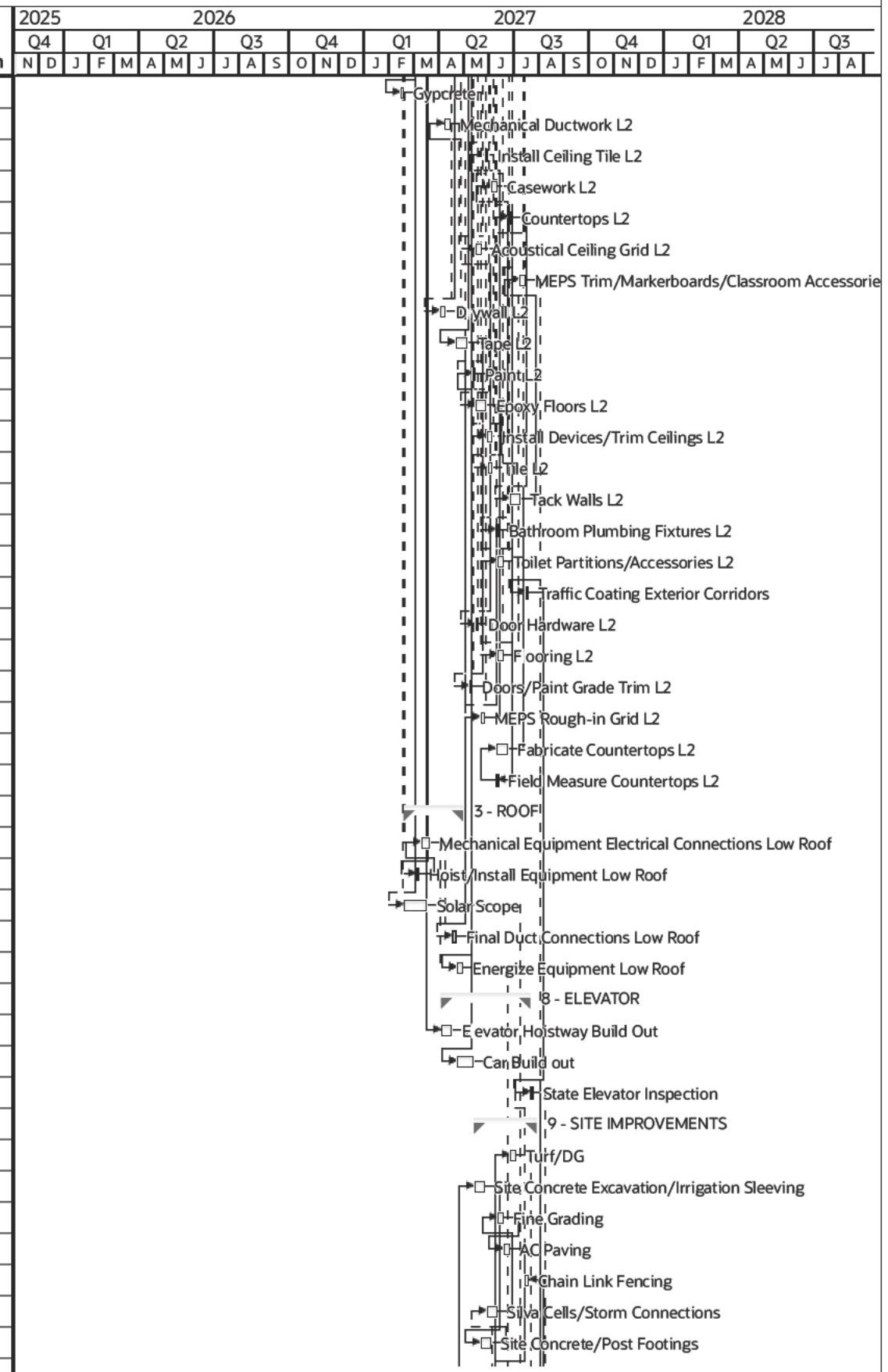
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A6210	Plaster Cure Time Corridor	0.00%	7d	02-Apr-27	08-Apr-27
A6240	Drop Scaffold Corridor	0.00%	1d	19-Apr-27	19-Apr-27
A6280	Drop Scaffold/Load Building Corridor	0.00%	2d	08-Mar-27	09-Mar-27
A6290	Erect Scaffold For Plaster Corridor	0.00%	2d	29-Mar-27	30-Mar-27
A6190	Scratch Corridor	0.00%	2d	31-Mar-27	01-Apr-27
A6200	Brown Corridor	0.00%	2d	02-Apr-27	05-Apr-27
3 - ROOF	ROOF		70d	29-Jan-27	07-May-27
WBS31 - Lo...	Low Roof Canopy West		7d	23-Apr-27	03-May-27
A5710	Densedeck Prime West Canopy	0.00%	1d	26-Apr-27	26-Apr-27
A5730	Rake/Ridge/Gutter Flashings West Canopy	0.00%	2d	28-Apr-27	29-Apr-27
A5740	Standing Seam West Canopy	0.00%	2d	30-Apr-27	03-May-27
A5700	Rigid Insulation West Canopy	0.00%	1d	23-Apr-27	23-Apr-27
A5720	Roofing Underlayment West Canopy	0.00%	1d	27-Apr-27	27-Apr-27
WBS41 - Lo...	Low Roof Canopy East		8d	28-Apr-27	07-May-27
A5770	Roofing Underlayment East Canopy	0.00%	1d	30-Apr-27	30-Apr-27
A5780	Rake/Ridge/Gutter Flashings East Canopy	0.00%	2d	04-May-27	05-May-27
A5790	Standing Seam East Canopy	0.00%	2d	06-May-27	07-May-27
A5760	Densedeck Prime East Canopy	0.00%	1d	29-Apr-27	29-Apr-27
A5750	Rigid Insulation East Canopy	0.00%	1d	28-Apr-27	28-Apr-27
WBS51 - Lo...	Low Built Up Roof		18d	02-Feb-27	26-Feb-27
A5640	Insulation/Cover Board Low Roof	0.00%	5d	02-Feb-27	08-Feb-27
A5670	Parapet Cap Flashings Low Roof	0.00%	3d	22-Feb-27	24-Feb-27
A5680	Paint Siding/Caps Low Roof	0.00%	2d	25-Feb-27	26-Feb-27
A5690	Saddle/Scupper Flashings Low Roof	0.00%	5d	04-Feb-27	10-Feb-27
A5650	Membrane/Detailing Low Roof	0.00%	5d	09-Feb-27	16-Feb-27
A5660	Fiber Cement Board Low Roof	0.00%	3d	17-Feb-27	19-Feb-27
WBS61 - Hi...	High Roof		11d	29-Jan-27	12-Feb-27
A5590	Densedeck Prime High Roof	0.00%	3d	02-Feb-27	04-Feb-27
A5600	Roofing Underlayment High Roof	0.00%	3d	04-Feb-27	08-Feb-27
A5610	Rake/Ridge/Gutter Flashings High Roof	0.00%	2d	09-Feb-27	10-Feb-27
A5620	Standing Seam High Roof	0.00%	2d	11-Feb-27	12-Feb-27
A5580	Rigid Insulation High Roof	0.00%	3d	29-Jan-27	02-Feb-27
WBS71 - Dri...	Dried In		23d	08-Mar-27	07-Apr-27
A6080	Prep Shafts HVAC/Elevator	0.00%	5d	01-Apr-27	07-Apr-27
A5840	Roofing/WRB Complete	0.00%	1d	08-Mar-27	08-Mar-27
6 - MEP ROU...	MEP ROUGH-IN/COVER UP		74d	14-Dec-26	31-Mar-27
1 - LEVEL 1	LEVEL 1		69d	14-Dec-26	24-Mar-27
A5850	Fire Sprinkler Horizontal Distribution L1	0.00%	7d	13-Jan-27	22-Jan-27
A5910	DBL Sided Shear Walls L1	0.00%	3d	22-Mar-27	24-Mar-27
A5890	Run Line Voltage Wire L1	0.00%	5d	08-Mar-27	12-Mar-27
A5900	Fire Blocking/Stopping L1	0.00%	2d	15-Mar-27	16-Mar-27



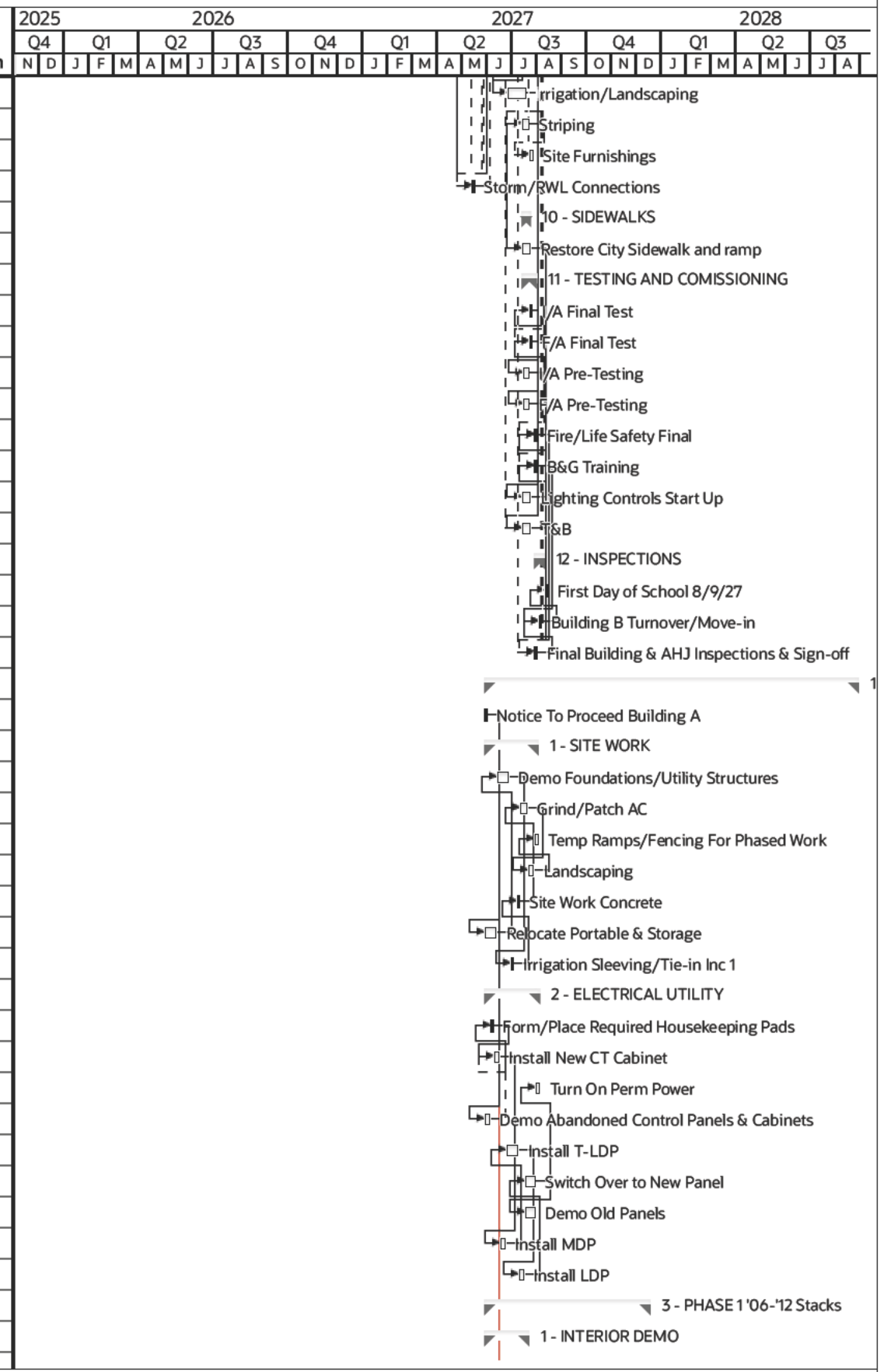
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A5930	Insulate L1	0.00%	4d	18-Mar-27	23-Mar-27
A2840	Plumbing Vertical Rough-in L1	0.00%	5d	14-Dec-26	18-Dec-26
A3030	Plumbing Rough-in L1	0.00%	7d	30-Dec-26	08-Jan-27
A5880	Rough-in Electrical Boxes L1	0.00%	5d	07-Jan-27	13-Jan-27
A5920	Cover-up Inspections L1	0.00%	1d	17-Mar-27	17-Mar-27
A6260	Stock Drywall/Ductwork L1	0.00%	2d	18-Mar-27	19-Mar-27
2 - LEVEL 2	LEVEL 2		54d	13-Jan-27	31-Mar-27
A5940	Fire Sprinkler Horizontal Distribution L2	0.00%	7d	29-Jan-27	08-Feb-27
A5960	Fire Blocking/Stopping L2	0.00%	2d	22-Mar-27	23-Mar-27
A5970	Cover-up Inspections L2	0.00%	1d	24-Mar-27	24-Mar-27
A2850	Plumbing Vertical Rough-in L2	0.00%	5d	13-Jan-27	20-Jan-27
A5990	DBL Sided Shear Walls L2	0.00%	3d	29-Mar-27	31-Mar-27
A6270	Stock Drywall/Ductwork L2	0.00%	2d	25-Mar-27	26-Mar-27
A3040	Rough-in Electrical Boxes L2	0.00%	5d	05-Feb-27	11-Feb-27
A5950	Run Line Voltage Wire L2	0.00%	5d	15-Mar-27	19-Mar-27
A5980	Insulate L2	0.00%	4d	25-Mar-27	30-Mar-27
A2860	Plumbing Rough-in L2	0.00%	7d	29-Jan-27	08-Feb-27
7 - INTERIOR ...	INTERIOR FINISHES		107d	12-Feb-27	16-Jul-27
1 - LEVEL 1	LEVEL 1		65d	24-Mar-27	24-Jun-27
A6100	Mechanical Ductwork L1	0.00%	7d	29-Mar-27	06-Apr-27
A6320	Tack Walls L1	0.00%	10d	07-Jun-27	21-Jun-27
A6360	Bathroom Plumbing Fixtures L1	0.00%	3d	19-May-27	21-May-27
A3310	Doors/Paint Grade Trim L1	0.00%	3d	19-Apr-27	21-Apr-27
A3320	Door Hardware L1	0.00%	1d	28-Apr-27	28-Apr-27
A2900	Tape L1	0.00%	12d	01-Apr-27	16-Apr-27
A2930	Flooring L1	0.00%	6d	21-May-27	28-May-27
A2940	MEPS Trim/Markerboards/Classroom Accessories L1	0.00%	6d	16-Jun-27	24-Jun-27
A6010	Install Ceiling Tile L1	0.00%	5d	06-May-27	12-May-27
A6350	Toilet Partitions/Accessories L1	0.00%	5d	24-May-27	28-May-27
A6310	Countertops L1	0.00%	3d	04-Jun-27	08-Jun-27
A6330	Tile L1	0.00%	5d	12-May-27	18-May-27
A2890	Drywall L1	0.00%	5d	24-Mar-27	30-Mar-27
A2910	Paint L1	0.00%	4d	22-Apr-27	27-Apr-27
A2920	Acoustical Ceiling Grid L1	0.00%	5d	28-Apr-27	04-May-27
A6300	Casework L1	0.00%	5d	14-May-27	20-May-27
A6000	MEPS Rough-in Grid L1	0.00%	5d	03-May-27	07-May-27
A6020	Epoxy Floors L1	0.00%	10d	28-Apr-27	11-May-27
A6570	Install Devices/Trim Ceilings L1	0.00%	5d	11-May-27	17-May-27
A6620	Field Measure Countertops L1	0.00%	1d	20-May-27	20-May-27
A6630	Fabricate Countertops L1	0.00%	10d	20-May-27	03-Jun-27
2 - LEVEL 2	LEVEL 2		107d	12-Feb-27	16-Jul-27



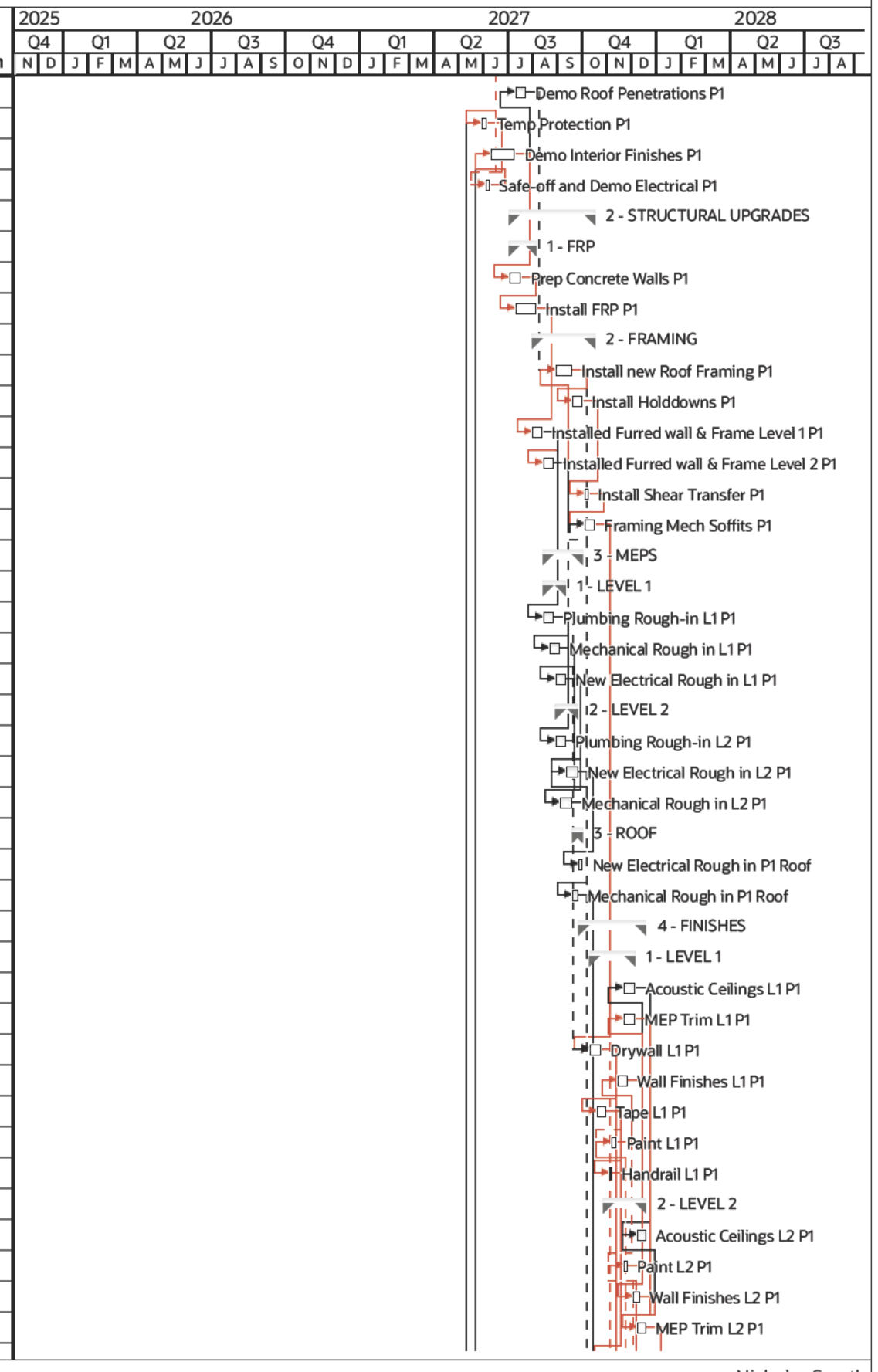
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A6070	Gypcrete	0.00%	2d	12-Feb-27	16-Feb-27
A6110	Mechanical Ductwork L2	0.00%	7d	05-Apr-27	13-Apr-27
A6050	Install Ceiling Tile L2	0.00%	5d	24-May-27	28-May-27
A6380	Casework L2	0.00%	5d	02-Jun-27	08-Jun-27
A6390	Countertops L2	0.00%	3d	23-Jun-27	25-Jun-27
A2980	Acoustical Ceiling Grid L2	0.00%	5d	14-May-27	20-May-27
A3000	MEPS Trim/Markerboards/Classroom Accessories L2	0.00%	6d	06-Jul-27	13-Jul-27
A2950	Drywall L2	0.00%	5d	31-Mar-27	06-Apr-27
A2960	Tape L2	0.00%	12d	19-Apr-27	04-May-27
A2970	Paint L2	0.00%	4d	10-May-27	13-May-27
A6040	Epoxy Floors L2	0.00%	10d	14-May-27	27-May-27
A6580	Install Devices/Trim Ceilings L2	0.00%	5d	27-May-27	03-Jun-27
A6370	Tile L2	0.00%	5d	28-May-27	04-Jun-27
A6400	Tack Walls L2	0.00%	10d	24-Jun-27	08-Jul-27
A6410	Bathroom Plumbing Fixtures L2	0.00%	3d	07-Jun-27	09-Jun-27
A6420	Toilet Partitions/Accessories L2	0.00%	5d	10-Jun-27	16-Jun-27
A6510	Traffic Coating Exterior Corridors	0.00%	3d	14-Jul-27	16-Jul-27
A6030	Door Hardware L2	0.00%	1d	14-May-27	14-May-27
A2990	Flooring L2	0.00%	6d	09-Jun-27	16-Jun-27
A3330	Doors/Paint Grade Trim L2	0.00%	3d	05-May-27	07-May-27
A3340	MEPS Rough-in Grid L2	0.00%	5d	19-May-27	25-May-27
A6650	Fabricate Countertops L2	0.00%	10d	08-Jun-27	22-Jun-27
A6640	Field Measure Countertops L2	0.00%	1d	08-Jun-27	08-Jun-27
3 - ROOF	ROOF		51d	16-Feb-27	27-Apr-27
A6120	Mechanical Equipment Electrical Connections Low Roof	0.00%	10d	08-Mar-27	19-Mar-27
A3010	Hoist/Install Equipment Low Roof	0.00%	5d	01-Mar-27	05-Mar-27
A3020	Solar Scope	0.00%	20d	16-Feb-27	15-Mar-27
A6130	Final Duct Connections Low Roof	0.00%	5d	14-Apr-27	20-Apr-27
A6590	Energize Equipment Low Roof	0.00%	5d	21-Apr-27	27-Apr-27
8 - ELEVATOR	ELEVATOR		75d	01-Apr-27	19-Jul-27
A3070	Elevator Hoistway Build Out	0.00%	10d	01-Apr-27	14-Apr-27
A3080	Car Build out	0.00%	15d	21-Apr-27	11-May-27
A3090	State Elevator Inspection	0.00%	1d	19-Jul-27	19-Jul-27
9 - SITE IMPR...	SITE IMPROVEMENTS		52d	12-May-27	27-Jul-27
A6490	Turf/DG	0.00%	5d	25-Jun-27	01-Jul-27
A6430	Site Concrete Excavation/Irrigation Sleeving	0.00%	10d	12-May-27	25-May-27
A3130	Fine Grading	0.00%	5d	10-Jun-27	16-Jun-27
A3140	AC Paving	0.00%	5d	17-Jun-27	24-Jun-27
A6500	Chain Link Fencing	0.00%	5d	12-Jul-27	16-Jul-27
A3110	Silva Cells/Storm Connections	0.00%	10d	26-May-27	09-Jun-27
A6440	Site Concrete/Post Footings	0.00%	10d	19-May-27	02-Jun-27



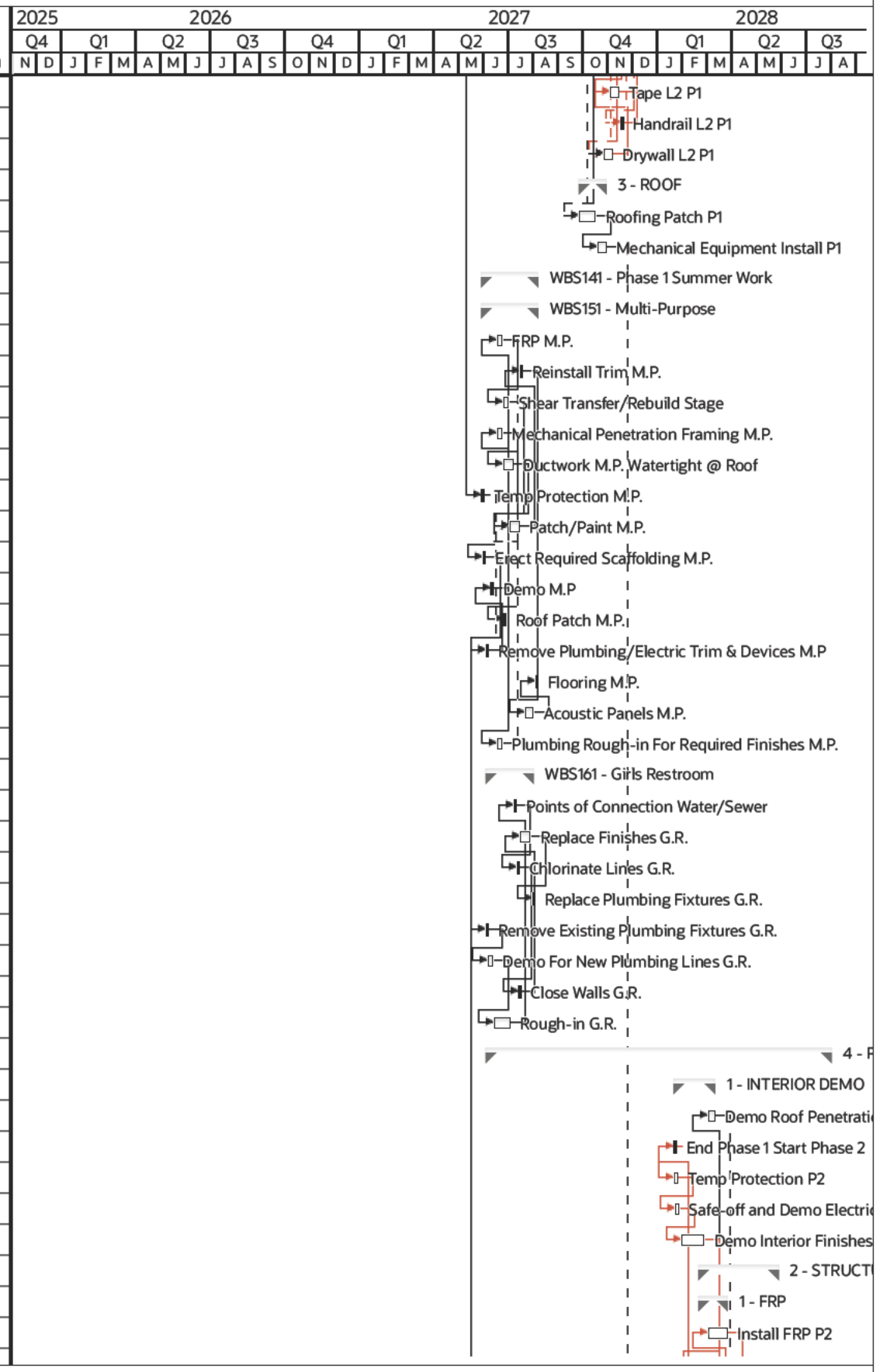
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A6460	Irrigation/Landscaping	0.00%	15d	25-Jun-27	16-Jul-27
A6470	Striping	0.00%	7d	12-Jul-27	20-Jul-27
A6480	Site Furnishings	0.00%	5d	21-Jul-27	27-Jul-27
A3100	Storm/RWL Connections	0.00%	3d	12-May-27	14-May-27
10 - SIDEWALKS	SIDEWALKS		10d	12-Jul-27	23-Jul-27
A3150	Restore City Sidewalk and ramp	0.00%	10d	12-Jul-27	23-Jul-27
11 - TESTING ...	TESTING AND COMISSIONING		15d	12-Jul-27	30-Jul-27
A3250	I/A Final Test	0.00%	1d	21-Jul-27	21-Jul-27
A3260	F/A Final Test	0.00%	1d	21-Jul-27	21-Jul-27
A3190	I/A Pre-Testing	0.00%	5d	14-Jul-27	20-Jul-27
A3200	F/A Pre-Testing	0.00%	5d	14-Jul-27	20-Jul-27
A6610	Fire/Life Safety Final	0.00%	0d	26-Jul-27	26-Jul-27
A3240	B&G Training	0.00%	5d	26-Jul-27	30-Jul-27
A3170	Lighting Controls Start Up	0.00%	10d	12-Jul-27	23-Jul-27
A6600	T&B	0.00%	10d	12-Jul-27	23-Jul-27
12 - INSPECTI...	INSPECTIONS		11d	26-Jul-27	09-Aug-27
A3350	First Day of School 8/9/27	0.00%	1d	09-Aug-27	09-Aug-27
A3210	Building B Turnover/Move-in	0.00%	5d	02-Aug-27	06-Aug-27
A3230	Final Building & AHJ Inspections & Sign-off	0.00%	5d	26-Jul-27	30-Jul-27
14 - CONSTRU...	CONSTRUCTION BUILDING A		315d	27-May-27	29-Aug-28
A3360	Notice To Proceed Building A	0.00%	1d	27-May-27	27-May-27
1 - SITE WORK	SITE WORK		45d	27-May-27	02-Aug-27
A3380	Demo Foundations/Utility Structures	0.00%	10d	11-Jun-27	25-Jun-27
A6690	Grind/Patch AC	0.00%	7d	09-Jul-27	19-Jul-27
A6890	Temp Ramps/Fencing For Phased Work	0.00%	5d	27-Jul-27	02-Aug-27
A6700	Landscaping	0.00%	5d	20-Jul-27	26-Jul-27
A6670	Site Work Concrete	0.00%	3d	06-Jul-27	08-Jul-27
A3370	Relocate Portable & Storage	0.00%	10d	27-May-27	10-Jun-27
A3390	Irrigation Sleeving/Tie-in Inc 1	0.00%	5d	28-Jun-27	02-Jul-27
2 - ELECTRIC...	ELECTRICAL UTILITY		47d	27-May-27	04-Aug-27
A6720	Form/Place Required Housekeeping Pads	0.00%	2d	04-Jun-27	07-Jun-27
A3410	Install New CT Cabinet	0.00%	5d	08-Jun-27	14-Jun-27
A3470	Turn On Perm Power	0.00%	5d	29-Jul-27	04-Aug-27
A3400	Demo Abandoned Control Panels & Cabinets	0.00%	5d	27-May-27	03-Jun-27
A3430	Install T-LDP	0.00%	10d	23-Jun-27	07-Jul-27
A3450	Switch Over to New Panel	0.00%	10d	15-Jul-27	28-Jul-27
A3460	Demo Old Panels	0.00%	10d	15-Jul-27	28-Jul-27
A3420	Install MDP	0.00%	5d	15-Jun-27	22-Jun-27
A3440	Install LDP	0.00%	5d	08-Jul-27	14-Jul-27
3 - PHASE 1 '...	PHASE 1 '06-'12 Stacks		140d	27-May-27	17-Dec-27
1 - INTERIOR...	INTERIOR DEMO		37d	27-May-27	21-Jul-27



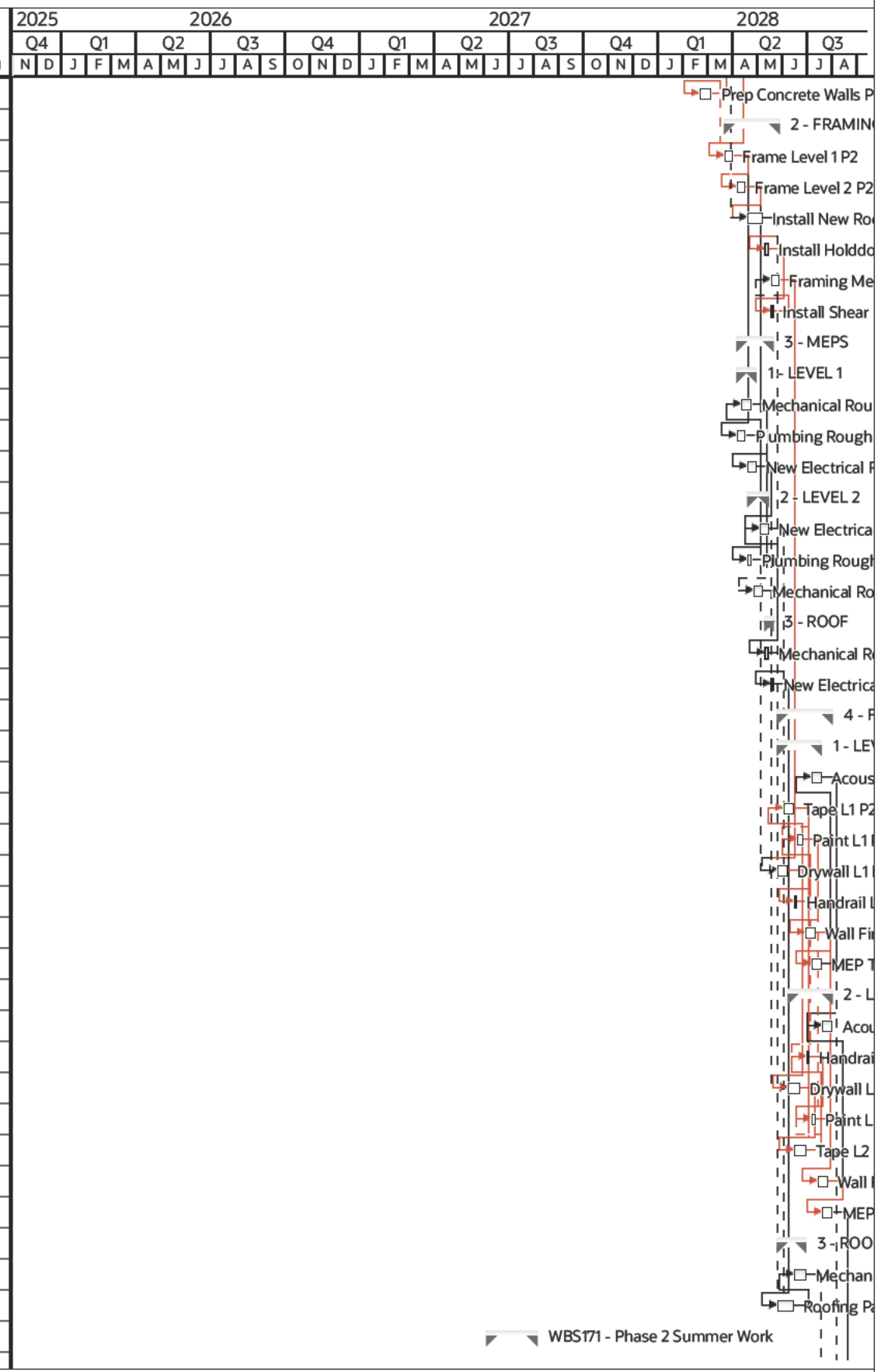
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A3560	Demo Roof Penetrations P1	0.00%	10d	08-Jul-27	21-Jul-27
A6860	Temp Protection P1	0.00%	5d	27-May-27	03-Jun-27
A3490	Demo Interior Finishes P1	0.00%	20d	08-Jun-27	07-Jul-27
A3480	Safe-off and Demo Electrical P1	0.00%	5d	01-Jun-27	07-Jun-27
2 - STRUCT...	STRUCTURAL UPGRADES		75d	30-Jun-27	15-Oct-27
1 - FRP	FRP		25d	30-Jun-27	04-Aug-27
A3500	Prep Concrete Walls P1	0.00%	10d	30-Jun-27	14-Jul-27
A3510	Install FRP P1	0.00%	20d	08-Jul-27	04-Aug-27
2 - FRAMING	FRAMING		55d	29-Jul-27	15-Oct-27
A3540	Install new Roof Framing P1	0.00%	15d	26-Aug-27	16-Sep-27
A3550	Install Holddowns P1	0.00%	10d	17-Sep-27	30-Sep-27
A3520	Installed Furred wall & Frame Level 1 P1	0.00%	10d	29-Jul-27	11-Aug-27
A3530	Installed Furred wall & Frame Level 2 P1	0.00%	10d	12-Aug-27	25-Aug-27
A3570	Install Shear Transfer P1	0.00%	5d	01-Oct-27	07-Oct-27
A3580	Framing Mech Soffits P1	0.00%	10d	01-Oct-27	15-Oct-27
3 - MEPS	MEPS		35d	12-Aug-27	30-Sep-27
1 - LEVEL 1	LEVEL 1		20d	12-Aug-27	09-Sep-27
A3590	Plumbing Rough-in L1 P1	0.00%	10d	12-Aug-27	25-Aug-27
A3600	Mechanical Rough in L1 P1	0.00%	10d	19-Aug-27	01-Sep-27
A3610	New Electrical Rough in L1 P1	0.00%	10d	26-Aug-27	09-Sep-27
2 - LEVEL 2	LEVEL 2		20d	26-Aug-27	23-Sep-27
A3620	Plumbing Rough-in L2 P1	0.00%	10d	26-Aug-27	09-Sep-27
A3630	New Electrical Rough in L2 P1	0.00%	10d	10-Sep-27	23-Sep-27
A3640	Mechanical Rough in L2 P1	0.00%	10d	02-Sep-27	16-Sep-27
3 - ROOF	ROOF		10d	17-Sep-27	30-Sep-27
A3660	New Electrical Rough in P1 Roof	0.00%	5d	24-Sep-27	30-Sep-27
A3650	Mechanical Rough in P1 Roof	0.00%	5d	17-Sep-27	23-Sep-27
4 - FINISHES	FINISHES		58d	24-Sep-27	17-Dec-27
1 - LEVEL 1	LEVEL 1		38d	08-Oct-27	03-Dec-27
A3710	Acoustic Ceilings L1 P1	0.00%	10d	18-Nov-27	03-Dec-27
A3820	MEP Trim L1 P1	0.00%	10d	18-Nov-27	03-Dec-27
A3670	Drywall L1 P1	0.00%	10d	08-Oct-27	22-Oct-27
A3700	Wall Finishes L1 P1	0.00%	10d	11-Nov-27	24-Nov-27
A3680	Tape L1 P1	0.00%	10d	18-Oct-27	29-Oct-27
A3690	Paint L1 P1	0.00%	5d	04-Nov-27	10-Nov-27
A3730	Handrail L1 P1	0.00%	3d	01-Nov-27	03-Nov-27
2 - LEVEL 2	LEVEL 2		38d	25-Oct-27	17-Dec-27
A3770	Acoustic Ceilings L2 P1	0.00%	10d	06-Dec-27	17-Dec-27
A3780	Paint L2 P1	0.00%	5d	18-Nov-27	24-Nov-27
A3790	Wall Finishes L2 P1	0.00%	10d	29-Nov-27	10-Dec-27
A3840	MEP Trim L2 P1	0.00%	10d	06-Dec-27	17-Dec-27



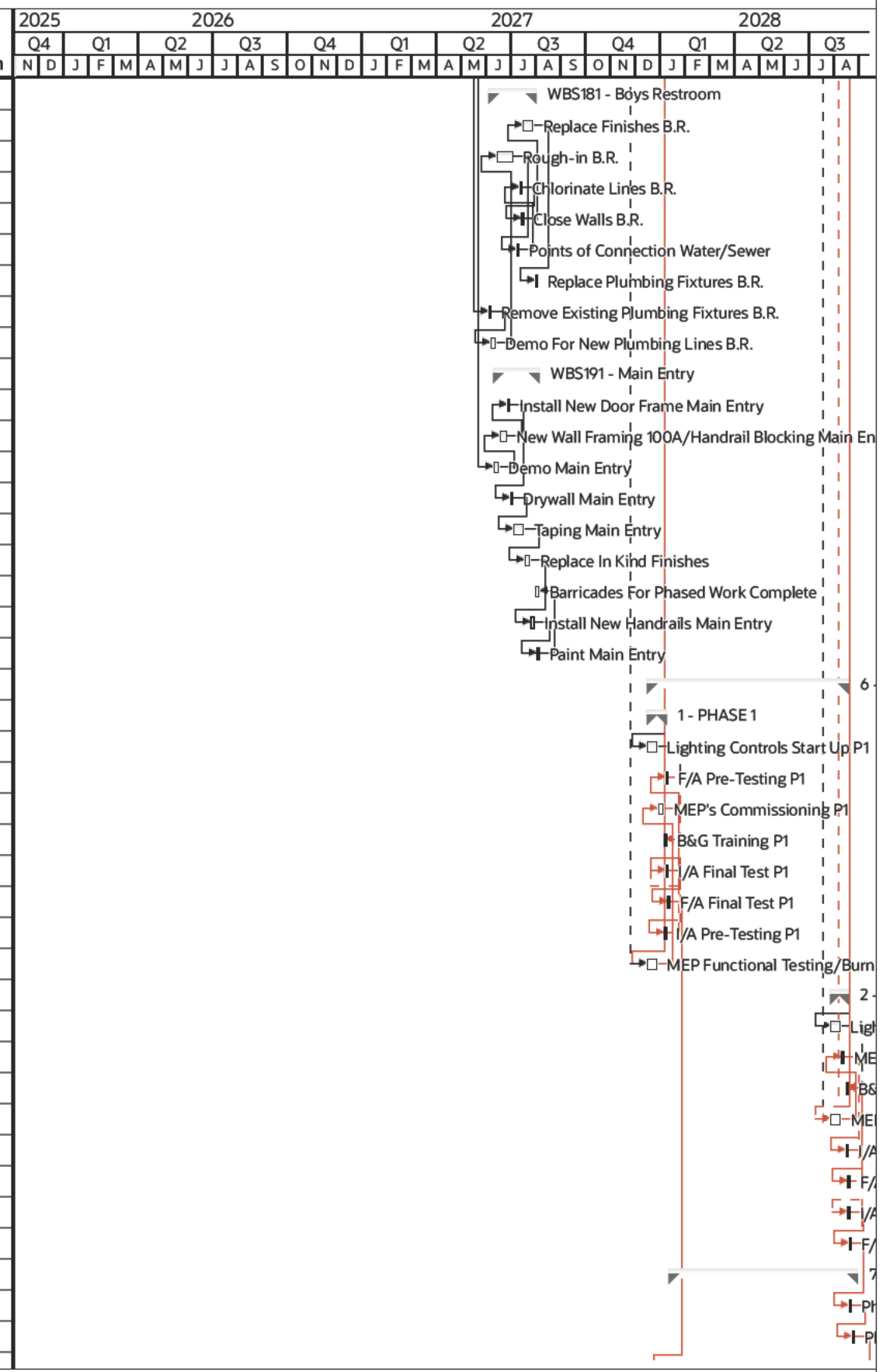
ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A3740	Tape L2 P1	0.00%	10d	01-Nov-27	12-Nov-27
A3750	Handrail L2 P1	0.00%	3d	15-Nov-27	17-Nov-27
A3720	Drywall L2 P1	0.00%	10d	25-Oct-27	05-Nov-27
3 - ROOF	ROOF		25d	24-Sep-27	29-Oct-27
A3800	Roofing Patch P1	0.00%	15d	24-Sep-27	15-Oct-27
A3810	Mechanical Equipment Install P1	0.00%	10d	18-Oct-27	29-Oct-27
WBS141 - P...	Phase 1 Summer Work		49d	27-May-27	06-Aug-27
WBS151 - ...	Multi-Purpose		49d	27-May-27	06-Aug-27
A6770	FRP M.P.	0.00%	5d	14-Jun-27	21-Jun-27
A6820	Reinstall Trim M.P.	0.00%	3d	14-Jul-27	16-Jul-27
A6910	Shear Transfer/Rebuild Stage	0.00%	7d	22-Jun-27	30-Jun-27
A6800	Mechanical Penetration Framing M.P.	0.00%	5d	14-Jun-27	21-Jun-27
A6790	Ductwork M.P. Watertight @ Roof	0.00%	10d	22-Jun-27	06-Jul-27
A6740	Temp Protection M.P.	0.00%	1d	27-May-27	27-May-27
A6810	Patch/Paint M.P.	0.00%	10d	29-Jun-27	13-Jul-27
A6870	Erect Required Scaffolding M.P.	0.00%	2d	28-May-27	01-Jun-27
A6760	Demo M.P	0.00%	5d	07-Jun-27	11-Jun-27
A6850	Roof Patch M.P.	0.00%	3d	22-Jun-27	24-Jun-27
A6750	Remove Plumbing/Electric Trim & Devices M.P	0.00%	3d	02-Jun-27	04-Jun-27
A6840	Flooring M.P.	0.00%	5d	02-Aug-27	06-Aug-27
A6830	Acoustic Panels M.P.	0.00%	10d	19-Jul-27	30-Jul-27
A6780	Plumbing Rough-in For Required Finishes M.P.	0.00%	5d	14-Jun-27	21-Jun-27
WBS161 - ...	Girls Restroom		41d	02-Jun-27	30-Jul-27
A6940	Points of Connection Water/Sewer	0.00%	3d	06-Jul-27	08-Jul-27
A6970	Replace Finishes G.R.	0.00%	10d	14-Jul-27	27-Jul-27
A6950	Chlorinate Lines G.R.	0.00%	1d	09-Jul-27	09-Jul-27
A6980	Replace Plumbing Fixtures G.R.	0.00%	3d	28-Jul-27	30-Jul-27
A6900	Remove Existing Plumbing Fixtures G.R.	0.00%	2d	02-Jun-27	03-Jun-27
A6920	Demo For New Plumbing Lines G.R.	0.00%	5d	04-Jun-27	10-Jun-27
A6960	Close Walls G.R.	0.00%	2d	12-Jul-27	13-Jul-27
A6930	Rough-in G.R.	0.00%	15d	11-Jun-27	02-Jul-27
4 - PHASE 2 '...	PHASE 2 '01-'05 Stacks		291d	02-Jun-27	31-Jul-28
1 - INTERIOR...	INTERIOR DEMO		37d	19-Jan-28	10-Mar-28
A4110	Demo Roof Penetrations P2	0.00%	10d	28-Feb-28	10-Mar-28
A4120	End Phase 1 Start Phase 2	0.00%	1d	19-Jan-28	19-Jan-28
A6990	Temp Protection P2	0.00%	5d	19-Jan-28	25-Jan-28
A4090	Safe-off and Demo Electrical P2	0.00%	5d	21-Jan-28	27-Jan-28
A4100	Demo Interior Finishes P2	0.00%	20d	28-Jan-28	25-Feb-28
2 - STRUCT...	STRUCTURAL UPGRADES		70d	18-Feb-28	26-May-28
1 - FRP	FRP		25d	18-Feb-28	24-Mar-28
A7010	Install FRP P2	0.00%	20d	28-Feb-28	24-Mar-28



ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A7000	Prep Concrete Walls P2	0.00%	10d	18-Feb-28	03-Mar-28
2 - FRAMING	FRAMING		50d	20-Mar-28	26-May-28
A4130	Frame Level 1 P2	0.00%	10d	20-Mar-28	31-Mar-28
A4140	Frame Level 2 P2	0.00%	10d	03-Apr-28	14-Apr-28
A4150	Install New Roof Framing P2	0.00%	15d	17-Apr-28	05-May-28
A4160	Install Holddowns P2	0.00%	5d	08-May-28	12-May-28
A4180	Framing Mech Soffits P2	0.00%	10d	15-May-28	26-May-28
A4170	Install Shear Transfer P2	0.00%	5d	15-May-28	19-May-28
3 - MEPS	MEPS		35d	03-Apr-28	19-May-28
1 - LEVEL 1	LEVEL 1		20d	03-Apr-28	28-Apr-28
A4210	Mechanical Rough in L1 P2	0.00%	10d	10-Apr-28	21-Apr-28
A4190	Plumbing Rough-in L1 P2	0.00%	10d	03-Apr-28	14-Apr-28
A4200	New Electrical Rough in L1 P2	0.00%	10d	17-Apr-28	28-Apr-28
2 - LEVEL 2	LEVEL 2		20d	17-Apr-28	12-May-28
A4240	New Electrical Rough in L2 P2	0.00%	10d	01-May-28	12-May-28
A4220	Plumbing Rough-in L2 P2	0.00%	5d	17-Apr-28	21-Apr-28
A4230	Mechanical Rough in L2 P2	0.00%	10d	24-Apr-28	05-May-28
3 - ROOF	ROOF		10d	08-May-28	19-May-28
A4250	Mechanical Rough in P2 Roof	0.00%	5d	08-May-28	12-May-28
A4260	New Electrical Rough in P2 Roof	0.00%	5d	15-May-28	19-May-28
4 - FINISHES	FINISHES		48d	22-May-28	31-Jul-28
1 - LEVEL 1	LEVEL 1		38d	22-May-28	17-Jul-28
A4340	Acoustic Ceilings L1 P2	0.00%	10d	03-Jul-28	17-Jul-28
A4300	Tape L1 P2	0.00%	10d	30-May-28	12-Jun-28
A4320	Paint L1 P2	0.00%	5d	16-Jun-28	23-Jun-28
A4290	Drywall L1 P2	0.00%	10d	22-May-28	05-Jun-28
A4310	Handrail L1 P2	0.00%	3d	13-Jun-28	15-Jun-28
A4330	Wall Finishes L1 P2	0.00%	10d	26-Jun-28	10-Jul-28
A4350	MEP Trim L1 P2	0.00%	10d	03-Jul-28	17-Jul-28
2 - LEVEL 2	LEVEL 2		38d	06-Jun-28	31-Jul-28
A4410	Acoustic Ceilings L2 P2	0.00%	10d	18-Jul-28	31-Jul-28
A4380	Handrail L2 P2	0.00%	3d	28-Jun-28	30-Jun-28
A4360	Drywall L2 P2	0.00%	10d	06-Jun-28	20-Jun-28
A4390	Paint L2 P2	0.00%	5d	03-Jul-28	10-Jul-28
A4370	Tape L2 P2	0.00%	10d	13-Jun-28	27-Jun-28
A4400	Wall Finishes L2 P2	0.00%	10d	11-Jul-28	24-Jul-28
A4420	MEP Trim L2 P2	0.00%	10d	18-Jul-28	31-Jul-28
3 - ROOF	ROOF		25d	22-May-28	27-Jun-28
A4450	Mechanical Equipment Install P2	0.00%	10d	13-Jun-28	27-Jun-28
A4440	Roofing Patch P2	0.00%	15d	22-May-28	12-Jun-28
WBS171 - P...	Phase 2 Summer Work		43d	02-Jun-27	03-Aug-27



ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
WBS181 - ...	Boys Restroom		41d	02-Jun-27	30-Jul-27
A7080	Replace Finishes B.R.	0.00%	10d	14-Jul-27	27-Jul-27
A7040	Rough-in B.R.	0.00%	15d	11-Jun-27	02-Jul-27
A7060	Chlorinate Lines B.R.	0.00%	1d	09-Jul-27	09-Jul-27
A7070	Close Walls B.R.	0.00%	2d	12-Jul-27	13-Jul-27
A7050	Points of Connection Water/Sewer	0.00%	3d	06-Jul-27	08-Jul-27
A7090	Replace Plumbing Fixtures B.R.	0.00%	3d	28-Jul-27	30-Jul-27
A7020	Remove Existing Plumbing Fixtures B.R.	0.00%	2d	02-Jun-27	03-Jun-27
A7030	Demo For New Plumbing Lines B.R.	0.00%	5d	04-Jun-27	10-Jun-27
WBS191 - ...	Main Entry		39d	08-Jun-27	03-Aug-27
A7120	Install New Door Frame Main Entry	0.00%	1d	25-Jun-27	25-Jun-27
A7110	New Wall Framing 100A/Handrail Blocking Main Entry	0.00%	7d	15-Jun-27	24-Jun-27
A7100	Demo Main Entry	0.00%	5d	08-Jun-27	14-Jun-27
A7130	Drywall Main Entry	0.00%	3d	28-Jun-27	30-Jun-27
A7140	Taping Main Entry	0.00%	10d	01-Jul-27	15-Jul-27
A7150	Replace In Kind Finishes	0.00%	5d	16-Jul-27	22-Jul-27
A7180	Barricades For Phased Work Complete	0.00%	5d	28-Jul-27	03-Aug-27
A7160	Install New Handrails Main Entry	0.00%	5d	23-Jul-27	29-Jul-27
A7170	Paint Main Entry	0.00%	3d	30-Jul-27	03-Aug-27
6 - TESTING A...	TESTING AND COMISSIONING		172d	13-Dec-27	17-Aug-28
1 - PHASE 1	PHASE 1		18d	13-Dec-27	07-Jan-28
A3860	Lighting Controls Start Up P1	0.00%	10d	13-Dec-27	27-Dec-27
A3890	F/A Pre-Testing P1	0.00%	1d	05-Jan-28	05-Jan-28
A3870	MEP's Commissioning P1	0.00%	5d	27-Dec-27	03-Jan-28
A3900	B&G Training P1	0.00%	2d	04-Jan-28	05-Jan-28
A3910	I/A Final Test P1	0.00%	1d	06-Jan-28	06-Jan-28
A3920	F/A Final Test P1	0.00%	1d	07-Jan-28	07-Jan-28
A3880	I/A Pre-Testing P1	0.00%	1d	04-Jan-28	04-Jan-28
A3850	MEP Functional Testing/Burn-In P1	0.00%	10d	13-Dec-27	27-Dec-27
2 - PHASE 2	PHASE 2		18d	25-Jul-28	17-Aug-28
A3940	Lighting Controls Start Up P2	0.00%	10d	25-Jul-28	07-Aug-28
A3950	MEP's Commissioning P2	0.00%	5d	07-Aug-28	11-Aug-28
A4000	B&G Training P2	0.00%	2d	14-Aug-28	15-Aug-28
A3930	MEP Functional Testing/Burn-In P2	0.00%	10d	25-Jul-28	07-Aug-28
A3960	I/A Pre-Testing P2	0.00%	1d	14-Aug-28	14-Aug-28
A3970	F/A Pre-Testing P2	0.00%	1d	15-Aug-28	15-Aug-28
A4010	I/A Final Test P2	0.00%	1d	16-Aug-28	16-Aug-28
A4020	F/A Final Test P2	0.00%	1d	17-Aug-28	17-Aug-28
7 - INSPECTIO...	INSPECTIONS		162d	10-Jan-28	29-Aug-28
A4050	Phase 2- Final Building & AHJ Inspections & Sign-off	0.00%	1d	18-Aug-28	18-Aug-28
A4060	Phase 2 Turnover	0.00%	5d	21-Aug-28	25-Aug-28



ID	Name	Activity Percent Complete	Planned Duration	Start	Finish
A4030	Phase 1 - Final Building & AHJ Inspections & Sign-off	0.00%	1d	10-Jan-28	10-Jan-28
A4040	Phase 1 Turnover (Winter Break Ends Jan 4)	0.00%	5d	11-Jan-28	18-Jan-28
A4070	Final Building & AHJ Inspections & Sign-off	0.00%	1d	28-Aug-28	28-Aug-28
A4080	Final Campus Turnover	0.00%	1d	29-Aug-28	29-Aug-28

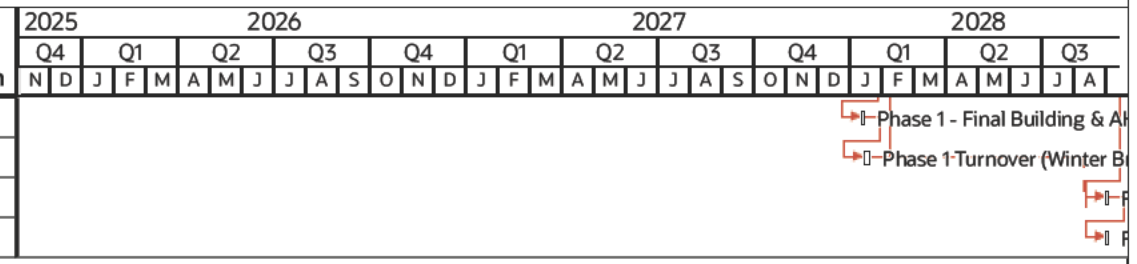


EXHIBIT B

AMENDMENT TO LEASE LEASEBACK AGREEMENT

Site Lease

LEASE-LEASEBACK

SITE LEASE AGREEMENT

Dated as of April 22, 2026

Between

Oakland Unified School District

and

Cahill Contractors, LLC

Melrose Leadership Academy at Maxwell Park Campus
New Classroom Building and Modernization Project
4730 Fleming Ave
Oakland, CA 94619

LEASE-LEASEBACK
SITE LEASE AGREEMENT FOR THE MODERNIZATION PROJECT AT MELROSE LEADERSHIP ACADEMY

THIS LEASE-LEASEBACK SITE LEASE AGREEMENT ("Site Lease") is entered into as of April 22, 2026, between the Oakland Unified School District, a California public school district (the "Owner"), as lessor, and Cahill Contractors LLC, a licensed contractor (the "Contractor"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Site Lease.

The Owner desires to provide for the construction of certain public improvements (the "Work") more fully described in that certain Lease-Leaseback Agreement, dated November 13, 2024, between the Owner and Contractor (the "Contract") and located at Melrose Leadership Academy at Maxwell Park Campus, located at **4730 Fleming Ave, Oakland, CA 94619** (the "Site"), all of which is part of the Owner's **Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project** (the "Project"); and

The Owner's governing body has determined that it is in the best interests of the Owner and for the common benefit of the residents it serves to construct and finance the Contract by leasing the Site on which the Contract is to be constructed to Contractor, and subleasing from Contractor the Site, including the Contract, under that certain Sublease Agreement dated April 22, 2026, between Owner and Contractor (the "Sublease"); and

The Owner is authorized under California Education Code section 17406 to lease the Site, and its governing body has authorized the execution and delivery of this Site Lease; and

The purpose of the Site Lease is for Contractor to have necessary access to and use of the Site for the purpose of financing and constructing the Contract; and

Contractor is authorized to lease the Site as lessee and to finance and construct the Contract on the Site, and has authorized the execution and delivery of this Site Lease.

The Parties therefore agree as follows:

1. Site Lease. The Owner leases to Contractor and Contractor leases from the Owner, on the terms and conditions of this Site Lease, the Site more specifically described or depicted in **Exhibit A** attached to this Site Lease, including any real property improvements now or later placed on the Site. References in this Site Lease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The Site is leased to Contractor on an "as is" basis. Owner shall not be required to make or construct any alterations including structural changes, additions or improvements to the Site. By entering and taking possession of the Site pursuant to this Site Lease, Contractor accepts the Site in "as is" condition. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either Owner or Contractor, and Owner and Contractor expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease or the Contract Documents.

2. Term. The term of this Site Lease ("Term") shall be coterminous with the term of the Lease-Leaseback Agreement. Upon termination of the Contract, as set forth in the Lease-Leaseback Agreement, the Parties' respective interests under this Site Lease will automatically end and be released, and title to the Site and Work will automatically and fully vest in the Owner. The Work is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in the Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;

(b) There are no liens on the Site other than permitted encumbrances;

(c) All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;

(d) The Site is properly zoned for the intended purpose and utilization of it or the Owner intends to render zoning inapplicable pursuant to Government Code section 53094;

(e) The Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;

(f) There is no litigation of any kind currently pending or threatened regarding the Site or the Owner's use of the Site for the purposes contemplated by this Site Lease, the Sublease, and the Lease-Leaseback Agreement;

(g) To the best of the Owner's knowledge, after actual inquiry: (i) other than those addressed in the Scope of Work, as set forth in the Lease-Leaseback Agreement, no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no

underground storage tank is now located in the Site; (v) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the Owner shall not abandon the Site for the use for which it is currently required by the Owner and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Work are to be maintained under the Sublease.

(i) The term "permitted encumbrances" as used herein shall mean, as of any particular time: (i) liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the Owner consent in writing which will not impair or impede the operation of the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery, and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

5. Rental. Contractor shall pay to the Owner as and for advance rental hereunder $1.00 per year per Site, on or before the date of commencement of the term of this Site Lease.

6. Purpose. Contractor shall use the Site solely for the purpose of constructing the Contract on the Site and for subleasing the Site to the Owner. Contractor warrants that it will not engage in any unlawful activities on the Site and that Contractor will not engage in activities on the Site not authorized by the Owner.

7. Termination. Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of beginning of the term of this Site Lease, reasonable wear and tear excepted; (ii) to release and reconvey to the Owner any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including but not limited to the Work, shall remain on the Site and title to all such improvements shall vest in the Owner. Notwithstanding the Owner's rights in the event of termination under this Section 7, Contractor shall retain the right to full compensation for all services rendered before the termination in accordance with the Lease-Leaseback Agreement and the Sublease.

8. Quiet Enjoyment. The Owner covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and, that in the event the Owner's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the Owner will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

9. No Liens. The Owner shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the Owner from granting utility easements across the Site to facilitate the use and operation of the Work for which it is intended. Contractor warrants that at all times during this Site Lease, the Site and Work shall remain free and clear of all liens (including mechanic's liens), mortgages, deeds of trust, easements and all other encumbrances, other than liens existing at the time the Work starts, unless the Owner gives Contractor prior written permission to place, or allow to be placed, any liens, mortgages, deeds of trust, easements or other encumbrances on the Site.

10. Right of Entry. The Owner reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with Contractor's operations on the Contract.

11. Assignment and Subleasing. Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the Owner.

12. No Waste. Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer, or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

13. Eminent Domain. In the event the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Sublease Payments then due or past due and the next succeeding Sublease Payment. The balance of the award, if any, shall be paid to the Owner.

14. Taxes. The Owner covenants and agrees that as between Owner and Contractor, Owner shall pay any and all assessments of any kind or character and also all taxes, including possessory interest - taxes, levied or assessed upon the Site or the improvements thereon.

15. Severability. If a court of competent jurisdiction shall hold any provision of this Site Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Site Lease, unless elimination of such provision materially alters the rights and obligations embodied in this Site Lease.

16. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Parties and their respective successors in interest and permitted assigns, if any.

17. Amendments and Modifications. This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of both Parties.

18. Execution in Counterparts. This Site Lease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. Applicable Law. This Site Lease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

20. Headings. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Site Lease.

21. Time. Time is of the essence in this Site Lease and all of its provisions.

22. Terms Not Defined. Capitalized terms used in this Site Lease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, and other Contract Documents.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date

Denise Saddler, Ed.D, Interim Superintendent & Secretary, Board of Education — Date

Preston Thomas (Apr 3, 2026 12:02:29 PDT)

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date

Approved as to form:

James Traber

James Traber, Esq. — Date
General Counsel, Facilities Planning and Management

CAHILL CONTRACTORS, LLC

Signature — Date 4/1/26

Arash Baradaran, V.P.
Print Name, Title

EXHIBIT A

LEASE-LEASEBACK SITE LEASE

DESCRIPTION OR DEPICTION OF SITE

(See attached diagram depicting the Site)


Fleming Ave
Fleming Ave
Virginia Ave
Monticello Ave
Ko e Siasi 'o Sīsū Kalaisi
'oe Kau Mā'oni'oni 'i...

EXHIBIT C

AMENDMENT TO LEASE LEASEBACK AGREEMENT

Sublease

LEASE-LEASEBACK

SUBLEASE AGREEMENT

Dated as of April 22, 2026

Between

Oakland Unified School District

and

Cahill Contractors, LLC

Melrose Leadership Academy at Maxwell Park Campus
New Classroom Building and Modernization Project
4730 Fleming Ave
Oakland, CA 94619

LEASE-LEASEBACK
SUBLEASE AGREEMENT
FOR THE NEW BUILDING AND MODERNIZATION PROJECT
AT MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK CAMPUS
CONTRACT

THIS LEASE-LEASEBACK SUBLEASE AGREEMENT ("Sublease") is entered into as of April 22, 2026, between **CAHILL CONTRACTORS LLC**, a California licensed contractor ("Contractor"), as lessor, and the Oakland Unified School District, a California public school district (the "Owner"), as lessee. Owner and Contractor are each a "Party" and together are the "Parties" to this Sublease.

This Sublease is entered into by the Parties pursuant to California Education Code section 17406 ("Section 17406"), which permits the governing board of 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 provides 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 at the expiration of the lease.

The Owner deems it essential for its own governmental purpose to construct and install certain improvements (the "Work") described in Section 1 of that certain Lease-Leaseback Agreement entered into between the Owner and Contractor and dated **November 13, 2024**, and situated on the Site described or depicted in Exhibit A of that certain Site Lease dated April 22, 2026, between the Owner and Contractor (the "Contract"), all of which is part of the Owner's Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project (the "Project").

Pursuant to Section 17406, the Owner is leasing the site of the Work (the "Site") to Contractor under the Site Lease in consideration of Contractor subleasing the Site, including the Contract, to the Owner under the terms of this Sublease.

Contractor will finance construction of the Contract. As part of its Sublease Payments (as described in Section 6, below) to Contractor, District will compensate Contractor for the cost of financing construction of the Contract.

The Owner and Contractor therefore agree as follows:

1. Sublease. Contractor subleases to the Owner, and the Owner subleases from Contractor, the Site, including any real property improvements now or later placed on the Site. Reference in this Sublease to the term "Contractor" means Contractor and Contractor's assigns for those rights, interests, and obligations that may be assigned by Contractor. The purpose of this Sublease is (1) for the Owner to have necessary access to and use of the Site at such times and in such a manner as will not impede the construction of the Work; (2) for the Owner to obtain financing for the Work from the Contractor; and (3) during the term of the Sublease, for the Owner to enjoy beneficial use and occupancy of the Site and the completed Work.

During the term of the Sublease, Owner and its agents, employees and invitees may enter into and upon the Site and the Work at all reasonable times necessary for the Owner to conduct its business. During construction of the Work, the Owner shall not unduly disturb, or unreasonably interfere with Contractor's Work and related improvements to the Site. Following completion of the Work, the Owner shall enjoy full and undisturbed use of the Site during the remainder of the Sublease Term.

2. Term. The term of this Sublease ("Lease Term") shall be coterminous with the term of the Lease-Leaseback Agreement and Contract. Upon the end of the Lease Term, the Parties' respective interests under this Sublease will automatically end and be released, and title to the Site and Work will automatically and fully vest in the Owner. The Work is and shall at all times be and remain the sole property of Contractor until termination of the Contract, and the Owner shall have no right, title, or interest in or to it until termination of the Contract, except as expressly set forth in this Sublease.

3. Representations and Warranties of the Owner. The Owner represents and warrants to Contractor that:

(a) The Owner is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into and perform all of its obligations under this Sublease.

(b) The Owner's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which the Owner is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Owner, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of the Owner to perform its obligations under this Sublease.

(e) The Work and the Site are essential to the Owner in the performance of its governmental functions and their estimated useful life to the Owner exceeds the term of this Sublease.

(f) The Owner shall take such action as may be necessary to include all Sublease payments in its annual budget and annually to appropriate an amount necessary to make such Sublease payments.

(g) The Owner shall not abandon the Site for the use for which it is currently required by the Owner and, to the extent permitted by law, the Owner shall not seek to substitute or acquire property to be used as a substitute for the use for which the Site is maintained under the Sublease.

(h) Except as may be permitted under federal or state laws, the Owner shall not allow any hazardous materials or substances to be used or stored on, under, or about the Site.

4. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

(a) Contractor is duly organized, validly existing and in good standing as a licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

(c) The execution, delivery, and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

(d) There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Sublease;

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Sublease payments, except as permitted under this Sublease.

5. Construction/Acquisition.

(a) The Owner has entered into the Contract with Contractor in order to acquire and construct the Work, while enjoying use of the Site. The cost of the acquisition, construction and installation of the tenant improvements defined as the Work and the Owner's use of the Site under this Sublease is determined by the Total Sublease Amount as set forth in the Lease-Leaseback Agreement and ***Exhibit A*** of this Sublease.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the Owner shall maintain on deposit in its general or other appropriate fund, and shall annually appropriate funds sufficient to make all Sublease payments which become due to Contractor under this Sublease.

6. Sublease Payments.

(a) Over the Term of this Sublease, the owner will pay to the Contractor the Total Sublease Amount (excluding any allowance or contingency) monthly installments (each such installment being a "Sublease Payment") as discussed in ***Exhibit A***, executed by the Contractor, and then approved by the Owner's governing board when it approves the Total Sublease Amount pursuant to Education Code section 17406(a)(3). Upon execution by the Parties and approval by the Owner's governing body, the Schedule of Sublease Payments shall act as a written amendment to this Sublease. Payments shall be made by the fifth day of each month, pursuant to the General Conditions. The Sublease Payments shall be made in accordance with the Contract Documents, including but not limited to the General Conditions. The

parties expressly agree that the Total Sublease Amount represents the fair market value for the Work and for the Owner's use of the Site during the term of the Sublease.

(b) During the Lease Term, the Owner will adjust the Total Sublease Amount to account for any changes in the scope of the Work or use of the Site during the term of the Sublease, including but not limited to (i) spent allowances or contingency, (ii) any change orders, or (iii) Contractor's actual costs being less than its estimated costs. As set forth in the General Conditions, any changes in the Total Sublease Amount shall result in a prorated increase, or decrease, in Sublease Payments made following the adjustment to the Total Sublease Amount.

(c) The obligation of the Owner to pay Sublease Payments shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained in this Sublease constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

7. Extension of Sublease Term.

(a) *Excusable Delay*. If the Date for Completion is extended by change orders that grant time extensions for delay pursuant to the Contract, then the Sublease Term shall be extended by one month for each full month of total time extensions, and Owner shall increase the number, and lower the equal dollar amounts, of the remaining Sublease Payments based on the months added to the Sublease Term.

(b) *Inexcusable Delay*. If the Work will not be completed by the Date for Completion set forth in the Lease-Leaseback Agreement due to delay that is not excusable under the terms of the Contract, including Article 8 of the General Conditions, then the Sublease Term shall be extended by one month for each full month of such delay, and Owner shall either (i) elect not to make a Sublease Payment during construction for each month added to the Sublease Term, or (ii) increase the number, and lower the equal dollar amounts, of the remaining equal Sublease Payments based on the months added to the Sublease Term.

(c) If the total delay in completion is only partially entitled to time extensions for excusable delay under the terms of the Contract, then the Sublease Term shall be extended by one month for each full month of total delay. If the delays entitled to time extensions are less than half of the total delay in completion, then the Owner shall elect between the procedures in Section 7(b)(i) and (ii) above; and if such delays are equal to or more than half of the total delay in completion, the Owner shall proceed pursuant to Section 7(b)(ii) above.

8. Fair Rental Value. Sublease Payments shall be paid by the Owner in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Work and the Site during this Sublease. The Parties have agreed and determined that such total rental is not in excess of the fair rental value of the Work and the Site. In making such determination, consideration has been given to the fair market value of the Work and the Site, other obligations of the Parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the uses and purposes which may be served by the Work and the Site and the benefits from the Work and Site which will accrue to the Owner and the general public, the ability of the Owner to make additions, modifications and improvements to the Work

and the Site which are not inconsistent with the Lease-Leaseback Agreement and which do not interfere with Contractor's work on the Contract and Site.

9. Sublease Abatement. Sublease Payments due with respect to the Contract shall be subject to abatement prior to the commencement of the use of the Work or during any period in which, by reason of material damage to or destruction of the Work or the Site, there is substantial interference with the use and right of possession by the Owner of the Work and the Site or any substantial portion the Site. For each potential incident of substantial interference, decisions to be made on: (i) whether or not abatement shall apply; (ii) the date upon which abatement shall commence; (iii) the applicable portion of Sublease Payments to be abated and; (iv) the concluding date of the particular abatement, shall all be subject to determinations by the Owner in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Sublease Payments paid by the Owner during the period of Work restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Work or the Site, this Sublease shall continue in full force and effect.

10. Use of Site and Project. During the Sublease Term, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns. The Owner will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Owner shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the Owner agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the Owner may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Contractor, adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon Completion of the Project, as defined in the General Conditions, Contractor shall provide the Owner with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations at the Site by Contractor.

11. Contractor's Inspection/Access to the Site. The Owner agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Work and to examine and inspect the Site and the Work. The Owner further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Work in the event of failure by the Owner to perform its obligations under this Sublease.

12. Contract Acceptance. The Owner shall perform a final inspection and acknowledge Completion of the Work, as set forth in Article 9.7 of the General Conditions. The Owner's governing body shall accept the Work and Contract to the extent required by the Contract Documents, including Article 9.7 of the General Conditions, but acceptance of the Work as Complete shall not terminate the Lease Term. The validity of this Sublease will not be affected by any delay in or failure of Completion of the Contract.

13. Alterations and Attachments. All permanent additions and improvements that are made to, and as part of, the Project shall belong to and become the property of Contractor until termination of the

Contract, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the Owner shall remain the property of the Owner.

14. Physical Damage; Public Liability Insurance. The Contractor and the Owner shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them by the Lease-Leaseback Agreement.

15. Taxes. The Owner shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or later be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

16. Non-Waiver. No covenant or condition to be performed by the Owner or Contractor under this Sublease can be waived except by the written consent of the other Party. Forbearance or indulgence by the Owner or Contractor in any regards whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the Owner or Contractor of a covenant or condition, the other Party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite that forbearance or indulgence.

17. Assignment. Without the prior written consent of Contractor, the Owner shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part of them, or any interest in them, or (b) sublet or lend the use of the Project or any part of it, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq*. Consent to any of the prohibited acts listed applies only in the given instance and is not a consent to any subsequent like act by the Owner or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligations to issue default notices and to convey or reconvey its interest in the Project and Site to the Owner upon full satisfaction of the Owner's obligations under this Sublease; however, Contractor may assign its right, title and interest in the Sublease Payments and other amounts due under this Sublease and the Project in whole or in part to one or more assignees or subassignees at any time with the consent of the Owner which shall not be unreasonably withheld. No assignment shall be effective as against the Owner unless the Owner is so notified in writing. The Owner shall pay all Sublease Payments according to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the Owner shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the Parties.

18. Release of Liens.

(a) Upon termination of the Contract, Contractor or its assignee and the Owner shall release Contractor’s leasehold interest in the Project.

(b) Contractor shall authorize, execute, and deliver to the Owner all documents reasonably requested by the Owner to evidence (i) the release of any and all liens created under this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

19. Severability. If a court of competent jurisdiction shall hold any provision of this Sublease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

20. Entire Agreement. This Sublease, the Site Lease, the Lease-Leaseback Agreement, and the Contract Documents that make up the "Contract" constitute the entire agreement between the Parties with respect to the Work and the Project, and the Contract shall not be amended, altered, or changed except by a written agreement signed by both Parties.

21. Headings. The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Sublease.

22. Time. Time is of the essence in this Sublease and all of its provisions.

23. Sublease Interpretation. This Sublease and the rights of the Parties under it shall be governed by and construed in accordance with the laws of California.

24. Execution in Counterparts. This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. Terms Not Defined. Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Lease-Leaseback Agreement, General Conditions, or other Contract Documents.

* * * * * * * * * * * * * * * * * * * *

Signatures Follow

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date

Denise Saddler, Ed.D, Interim Superintendent & Secretary Board of Education — Date

Signature: Email: Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date

James Traber — 3/30/2026

James Traber, Esq. — Date
General Counsel, Facilities Planning and Management

CAHILL CONTRACTORS, LLC

Signature — 4/1/26 Date

Arash Barzdaran, V.P.
Print Name, Title

EXHIBIT A

SCHEDULE OF SUBLEASE PAYMENTS

Please see First Amendment to the Lease Leaseback agreement incorporated herein by reference.

EXHIBIT D

AMENDMENT TO LEASE LEASEBACK AGREEMENT

General Conditions

GENERAL CONDITIONS

under

LEASE-LEASEBACK AGREEMENT

OAKLAND UNIFIED SCHOOL DISTRICT

SUMMARY OF CONTENTS

ARTICLE 1: GENERAL CONDITIONS 1

ARTICLE 2: OWNER 6

ARTICLE 3: THE CONTRACTOR 10

ARTICLE 4: ADMINISTRATION OF THE CONTRACT 29

ARTICLE 5: SUBCONTRACTORS 44

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS 50

ARTICLE 7: CHANGES IN THE WORK 52

ARTICLE 8: TIME 60

ARTICLE 9: PAYMENTS AND COMPLETION 65

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY 73

ARTICLE 11: INSURANCE AND BONDS 78

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK 85

ARTICLE 13: MISCELLANEOUS PROVISIONS 86

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT 97

ARTICLE 1
GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Lease-Leaseback Agreement between Owner and Contractor (the "Agreement"), the Request for Sealed Proposals and Qualifications, the Notice of Request for Sealed Proposals and Qualifications, the Contractor's proposal, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda, Payment Bond, Performance Bond, the Site Lease, the Sublease, required insurance certificates, additional insured endorsement and declarations page, list of proposed subcontractors, Non-collusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties 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 not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner's governing board.

1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. It may include preconstruction services, as allowed by law. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on 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 bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.4 THE PROJECT

The "Project" is the total construction of the work of improvement, and includes the Work performed in accordance with the Contract Documents. The Project may include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work, and the Project may include preconstruction services. The Project shall constitute a "work of improvement" under Civil Code section 8050.

1.1.5 THE DRAWINGS

The "Drawings" 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.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

"Or" shall include "and/or."

1.1.9 COMPLETION AND COMPLETE

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, "Completion" and "Complete" mean the point where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete" under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a provision in a Division 00 Contract Document (such as the agreement, general conditions, notice to bidders, instructions to bidders, bid form, etc.), the Division 00 provision shall control.

1.2.1.4 ***Conformance with Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract 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 request of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such review shall be in contractor's capacity as a construction contractor and not as a design professional. If Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, then Contractor

shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as, and to the extent that Public Contract Code section 1104 is deemed to apply after the execution or award of the Contract, then Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Owner, including, but not limited to, as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, then Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Total Sublease Amount or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, then Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Total Sublease Amount or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 **SPECIFICATION INTERPRETATION**

1.2.3.1 ***Titles.*** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to Completion of any part of the Work, then the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for

the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other Contractsor for additions to this Contracts outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

ARTICLE 2
OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any Construction Manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon, the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, then Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable under Section 8.4.2 for any delays caused by factors beyond the Owner's control including, but not limited to, DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, then the Owner may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. Contractor shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, then Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including, but not limited to, having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, then the Owner may proceed to correct the deficiencies. If the Owner bids the work, then Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the sublease payments due the Contractor, pursuant to Section 9.5. If payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, then the Contractor shall pay the difference to the Owner.

ARTICLE 3

THE CONTRACTOR

3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If any of the Project is performed by other contractors retained directly by the Owner, then Owner shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner 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.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including, but not

limited to, any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and the Project, and the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.3.2 STAFF

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

3.3.3 RIGHT TO REMOVE

Owner 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, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 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, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. For a lease-leaseback lump sum contract, Owner shall not be liable for, and Contractor shall bear the burden of, any post-proposal escalation in the cost of materials; and for a lease-leaseback percentage fee contract, Owner shall not be liable for, and Contractor shall bear the burden of, any escalation in the cost of materials after approval of the contract price by the Owner's governing board; but in either case Contractor will retain the benefit of any material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to Owner.

3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 Extended Warranty.

Notwithstanding any other provision of this Agreement, the Contractor's responsibility with respect to any warranty or guarantee given by a Subcontractor, material supplier, or equipment manufacturer that extends beyond the one-year correction period provided in this Agreement (an "Extended Warranty") shall be limited to providing reasonable assistance to the Owner with obtaining such Subcontractor's, material supplier's or equipment manufacturer's compliance with said Extended Warranty or guarantee. Other than providing such reasonable assistance to the Owner, however, the Contractor shall not be responsible for honoring Extended Warranties.

3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, then the Contractor shall assume full

responsibility for such Work, and shall bear the attributable cost of correction and delay to the Work, other contractors' work, and the Project.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Total Sublease Amount all allowances, including any general contingency allowance, stated in the Contract Documents. Items covered by specific allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.8.2 SCOPE

3.8.2.1 ***Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 ***Cost.*** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 ***Cost Included in Total Sublease Amount.*** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Total Sublease Amount and not in the allowances.

3.8.2.4 ***Total Sublease Amount Adjustment.*** Whenever Contractor seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Unless otherwise stated in Division 1 of the Specifications, the Contractor, within two (2) weeks after executing the Contract, shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling, and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Contractor to include a reasonable number of such days, or by Owner to require Contractor to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and Completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, then Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule, the Date for Completion, or a Milestone Deadline (as adjusted by change orders) or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner or Contractor that Contractor will not meet the Date for Completion, or a Milestone Deadline (as adjusted by change orders), then the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, then Contractor shall do so, but the order shall not constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

> I, _____ [name of declarant], declare the following:
>
> _____ [Contractor company name] has contracted with _____ [public entity name] for the _____ [name of project] Project. _____ [Contractor company name] authorized me to prepare schedules for _____ [public entity name] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ [contractor company name] regarding the scheduling of this Project.
>
> The attached schedule does not breach the Contract between _____ [contractor company name] and _____ [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.
>
> The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including, but not limited to, California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead

to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ [contractor company name].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ [contractor company name]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process, which includes the use of inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, sublease payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, 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. The Contractor shall obtain and submit with the 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. As used herein, the term "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.

3.11.1.2 ***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 Owner 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.

3.11.1.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Contractor's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. 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 the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, 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. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner 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. Contractor shall stamp, sign, and date each

submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve 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 and the Architect has given specific written approval. 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, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract 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, if any. 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. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, 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: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of 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 paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated 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; and products delivered or erected without submittal and approval of full range 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. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***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 appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. If there is a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, then the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to the Final Sublease Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to the final Sublease Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, then the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, then the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution, which fees may be withheld from sublease payments.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Requests for Proposals will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to

determine whether the proposed substitution is equivalent including, but not limited to, all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially Completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, then the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from sublease payments. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, then the Contractor must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, from loss on account thereof, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

3.15.2 REVIEW

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the Construction Manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including, but not limited to, injury or death of persons, property damage, and compensation owed to other parties), and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees to the extent arising out of or resulting from the breach of contract, negligence or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees in connection with following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including, but not limited to, the Contractor's or its Subcontractors' use of the Site in accordance with the Site Lease; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; or the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees. This indemnity shall apply only to the extent caused in whole or in part by the breach of contract, negligent acts or omissions, or willful misconduct of the Contractor, its

Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including, but not limited to, injury or death of persons, property damage, and compensation owed to other parties), and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from breach of contract, negligence or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees in connection with the following: Subcontractors' performance of the Work, including, but not limited to, the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the breach of contract or negligent acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** If more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate

responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 NO LIMITATION

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under Section 4.5, below, then Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, then Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER

Notwithstanding any other provisions of the Contract Documents, each Party expressly waives its right to recover any special, consequential, or indirect damages from the other in relation to this Contract or the Project. A Party may only recover general (also known as direct) damages from the other to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Contractor to preserve its rights to recover

any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Contractor's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Contractor's rights to recovery any such costs or damages.

3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Contractor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Contractor agrees to comply with all such federal requirements, including but not limited to the following:

A. EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. DAVIS-BACON ACT. If the Contract Price exceeds $2,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the Contract Price exceeds $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT. For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the Contract Price exceeds $150,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION. Contractor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds $100,000, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. DOMESTIC PREFERENCES FOR PROCUREMENT. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Contractor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Contractor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. ENERGY CONSERVATION. As required by 34 CFR 75.616, Contractor agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Contractor shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several of Owner's representatives during construction, through the Lease Term, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the Completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

4.2.5 [Not Used]

4.2.6 **REJECTION OF WORK**

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 **CHANGE ORDERS**

The Architect may prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 **WARRANTIES UPON COMPLETION**

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's work pursuant to Section 9.7.1, below, for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from sublease payments.

4.2.9 **INTERPRETATION**

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 **ADDITIONAL INSTRUCTIONS**

4.2.10.1 ***Architect's Interpretations and Decisions.*** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not

show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, then Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner 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 of Record's duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record 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 of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record'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.

4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which 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.

4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with temporary facilities.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by the negligence or willful misconduct of the Contractor, then the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the sublease payments. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; ***except that*** to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Contractor for them. If sublease payments then or thereafter due to the Contractor are not sufficient to cover such amounts, then the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Contractor.

B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.

C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.

G. 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.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time on any grounds, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in Section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believes that it is entitled to additional money or time (including, but not limited to, grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor should have become aware of the issue creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Contractor will have completely waived its rights to recover such additional money or time (Contractor will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Contractor may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Contractor estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Contractor shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Contractor shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Contractor fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 **DEFINITION OF CLAIM**

A "Claim" is a separate demand by the Contractor sent by registered mail or certified mail for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents, (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications), or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. If there is a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, then Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

"Claim" does not include vouchers, invoices, sublease payment submissions, or other routine or authorized forms of requests for sublease payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. "Claim" does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner's rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Contractor shall submit the Claim within fifteen (15) days after the date on which Contractor knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including, but not limited to, this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money

beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 ***Claim Format; Waiver.*** Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

> I, _____ [name of declarant], declare the following:
>
> _____ [Contractor company name] has contracted with _____ [public entity name] for the _____ [name of project] Project. _____ [Contractor company name]) authorized me to prepare the attached Claim for money and/or time extension) for _____ [public entity name] regarding this Project (dated _____, 20__, entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [contractor company name] regarding this Claim.
>
> The attached Claim complies with all laws applicable to submission of a Claim, including, but not limited to, California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or [contractor company name].
>
> The attached Claim does not breach the Contract between _____ [contractor company name] and _____ [public entity name] for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that _____ [public entity name] is responsible under its Contract with _____ [contractor company name].
>
> While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2___, at _____, California.

_____
_____ [name of declarant]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 ***Claims for Additional Money.*** Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 ***Claims for Additional Time.***

4.5.5.3.1 ***Notice of Extent of Claim.*** If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Contractor's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or

litigation for the requested money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

4.5.5.3.2 ***Unusual and Uncommon Weather Claims.*** If unusual and uncommon weather is the basis for a Claim for additional time, Contractor's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

4.5.5.4 ***Subcontractor Requests for Money or Time*** A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Contractor a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Contractor, Contractor may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Contractor, Contractor must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Contractor must include Contractor's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Contractor must include (a) Contractor's detailed analysis of the merit of Subcontractor's or supplier's request to the Contractor, including (i) analysis of Contractor's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Contractor's defenses to the request for money or time by the Subcontractor or supplier; and (b) Contractor's detailed analysis of the Owner's liability to Contractor for any money or time that Contractor owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Contractor to breach the subcontract or supplier contract). In any such COR or Claim, Contractor may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Contractor from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall act as a complete waiver of Contractor's rights to (a) recover money or time from Owner based on any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Contractor owes, or may later be determined to owe, to the Subcontractor or supplier. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTIONS 9204 AND 20104 ET SEQ.)

Claims are subject to this section 4.5.6, the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5, all other applicable provisions in the Contract Documents, and Public Contract Code section 9204. For claims that are $375,000 or less, the provisions of Public Contract Code section 20104 et seq. also apply, to the extent they do not conflict with Public Contract Code section 9204.

4.5.6.1 ***Claims.*** Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45 day period, plus any extension, Owner may request in writing additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day period plus any extension timeline.

After receipt of a Claim the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 ***Meet and Confer.*** If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, then the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand received through registered mail or certified mail, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal

conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor 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 processed and made within sixty (60) days after the Owner issues the written statement. Any disputed portion of the Claim shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall agree to a mediator within ten (10) business days after the written statement; and if they cannot agree upon a mediator, then each shall select a mediator and those two 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). The parties may mutually waive the requirement for mediation in writing. If the Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then the Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Failure by the Owner to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 ***Government Code Claim.*** If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, then the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time, as Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite Contractor's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Contractor acknowledges that Completion of the Work is a high priority for both Owner and Contractor as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Contractor believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Contractor must submit notice as required by Section 3.18, above.

4.5.8. CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 ***Trenches or Excavations Less Than Four Feet Below the Surface.*** If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, then Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 ***Trenches or Excavations Greater Than Four Feet Below the Surface.*** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

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

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) 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.

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

4.5.8.2.3 If a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, then the Contractor shall not be excused from any deadline for Completion 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.

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, then written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, then all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the Owner shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;

D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.

E. When the Contractor demonstrates to the Owner, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;

F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

G. When the Owner, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

I. When the Owner determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Total Sublease Amount or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.2.2.2 ***Substitution Due to Clerical Error.*** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the Owner, give written notice to the Owner and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the Owner and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the Owner for the substitution of a subcontractor, giving reasons therefore. The Owner shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Owner written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, then the Owner shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the Owner on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the Owner shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall

at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, then it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

If there is any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, then the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the

dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 INVOICE FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's invoice for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

In accordance with its rights under the Sublease, the Owner has the right to perform Project work related to the Work with the Owner's own forces, or to award separate contracts in connection with such other Work or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such

action by the Owner, then the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor Agreement.

6.1.3 CONTRACTOR DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, then the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work shall be borne by the party responsible. Should Contractor cause damage to the work/Work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, below, and the Contractor shall be liable to Owner for any damages suffered by Owner, including liquidated damages for delay. Owner may withhold from sublease payments the cost of delay or damage to another contractor's work or damage to another contractor's property, and Owner's damages caused by Contractor.

6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, then the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Contractor; but such "extra work" shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Contractor at the time of proposing the Total Sublease Amount, or (b) for which Contractor is responsible under the Contract Documents. Contractor shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in

a credit to Owner, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner 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 the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. For a lease-leaseback lump sum contract, Owner shall not be liable for, and Contractor shall bear the burden of, any post-proposal escalation in the costs of construction, whether foreseeable or not; and for a lease-leaseback percentage fee contract, Owner shall not be liable for, and Contractor shall bear the burden of, any escalation in the costs of construction after approval of the contract price by the Owner's governing board, whether foreseeable or not; but in either case Contractor will retain the benefit of any cost decreases and retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. 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.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Total Sublease Amount, an extension of the Date for Completion, or a Milestone Deadline, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

A. A change in the Work;

B. The amount of the adjustment in the Total Sublease Amount, if any; and

C. The extent of the adjustment of the Date for Completion, or a Milestone Deadline, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including, but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received

for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including, but not limited to, labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier. However, if award of the Agreement was based on a proposed percentage fee, any requests by Contractor for additional compensation based on increased subcontractor costs, or increased material or equipment supplier costs, for which the Owner is responsible under the Contract Documents shall be solely based on the additional reasonable cost plus a markup using that percentage fee.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Total Sublease Amount, Date for Completion, or a Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, then it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Total Sublease Amount , Date for Completion, or a Milestone Deadline.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Total Sublease Amount, Date for Completion, a Milestone Deadline, Lease Term, or the Contract Documents.

7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, then the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, then Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from sublease payments in addition to any other remedies which Owner may have the right to pursue.

Contractor is not responsible for checking revised plans and specifications for changes except for those that a contractor should reasonably be aware of and will not be held accountable for any such changes not clouded and/or noted by a revision number.

7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from sublease payments, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Total Sublease Amount and the Date for Completion or a Milestone Deadline.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall

not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 **CHANGE ORDER REQUEST** ("COR")

7.6.1 **DEFINITION**

A COR is any written request prepared by the Contractor asking the Owner for additional money or time, including a "proposed change order" or "PCO." However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Contractor's entitlement to additional money or time.

7.6.2 **CHANGES IN PRICE**

A COR shall include breakdowns per section 7.7 to validate any proposed change in Total Sublease Amount.

7.6.3 **CHANGES IN TIME**

Where a change in Date for Completion or a Milestone Deadline is requested, a COR shall also include delay analysis to validate any proposed change to the Date for Completion or Milestone Deadline, and shall meet all requirements in these General Conditions, including, but not limited to, Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 **PRICE OF CHANGE ORDERS**

7.7.1 **SCOPE**

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Total Sublease Amount and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Date for Completion or Milestone Deadlines of such CO.

7.7.2 **DETERMINATION OF COST**

The amount of the increase or decrease in the Total Sublease Amount resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; ***however***, if award of the Agreement was based on a proposed percentage fee, any requests by Contractor for additional compensation based on increased subcontractor costs, or increased material or equipment supplier costs, for which the Owner is responsible under the Contract Documents shall be solely based on the additional reasonable cost plus a markup using that percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method, then the following requirements shall apply:

1. **Daily Reports by Contractor**.

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. If there is disagreement, then pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and

helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, then it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the costs are not substantiated by invoices or other documentation, then the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 FORMAT FOR PROPOSED COST CHANGE

The Parties shall utilize a mutually agreeable format to communicate proposed additions and deductions to the Contract.

For any proposed change order, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

(a) Construction Services Fee for the Contractor. The Contractor's Construction Services Fee (General Construction Provisions, Overhead, Profit, Project Management, Internal Equipment & Staffing, Insurance, etc.) is included within the approved GMP. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.

(b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) for compensable delays pursuant to Section 8.4.2 below, Contractor may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) 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, and (2) any costs of preparing a COR, including, but not limited to, delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount

thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 DATE FOR COMPLETION AND MILESTONE DEADLINES

Unless otherwise provided, the Date for Completion is the last day of the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work; and a Milestone Deadline is the last day of the period of time, including authorized adjustments, allotted in the Contract Documents for completion of a specified portion of the Work, as may be described in the Agreement.

8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours, except that if there is an emergency or when required to complete the Work in accordance with job progress, then work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, then the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, then the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from sublease payments. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, then costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from sublease payments.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Work can reasonably be completed by the Date for Completion and Milestone Deadlines.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, and shall achieve Completion by the Date for Completion and the Milestone Deadlines.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

Contractor waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

The Contractor shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

(a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;

(b) The delay was caused by events that were not reasonably foreseeable to Contractor at the time of its proposal;

(c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;

(d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusual and uncommon weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays (see above) for which Contractor is also entitled to monetary compensation. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable,

including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the periods set forth in the Contract Documents are reasonable time periods within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as described in Article 3 of the Agreement. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer if there is delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Date for Completion or a Milestone Deadline as adjusted by Change Orders.

If the Contractor fails to complete the Work by the Date for Completion or a Milestone Deadline as adjusted by Change Orders and liquidated damages therefore accrue, then the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all Sublease Payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before the Date for Completion or a Milestone Deadline (as adjusted by Change Orders) that the Contractor cannot or will not complete the Work before those deadlines, then the Owner may assess and withhold, from Sublease Payments, the estimated amount of liquidated damages that will accrue in the future. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, then the

Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any Work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding periods of time for Completion and liquidated damages.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 TOTAL SUBLEASE AMOUNT

If the Contract was awarded based on lump sum price proposals, the Total Sublease Amount is stated in the Agreement, and if the Contract was awarded based on fee proposals, the Total Sublease Amount will be calculated after entering the Agreement (see Section 5 of the Agreement). In either case, the Total Sublease Amount may be later adjusted by Change Orders and Construction Change Directives, and it is the total amount payable by the Owner to the Contractor under the Contract Documents, and represents the fair market value for the Work and for use of the Site during the term of the Sublease.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, Contractor shall furnish to Owner the name, address, telephone number, fax number, license number, and classification, and for all projects over Twenty-Five Thousand Dollars ($25,000) the public works contractor registration number, of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work; except that if the Contractor will be selecting its subcontractors after award of the Contract (as may be allowed by Section 9 of the Agreement), it shall provide this information to the Owner after selection of the subcontractors.

9.3 PROCEDURES FOR SUBLEASE PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the Lease Term for the number of consecutive months indicated in the Sublease and any exhibits thereto, Owner will make a

Sublease Payment to Contractor, as may be adjusted by the terms of the Contract Documents. As a prerequisite and condition of each such payment, Contractor shall submit to the Architect and Owner the following information and documentation by the first (1st) day of each calendar month:

A. A certification that the as-built Record Drawings and Annotated Specifications are current;

B. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;

C. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work to date that Contractor has not previously submitted.

D. Contractor's monthly report under Education Code section 17407.5(c)(1).

E. For any post-Completion Sublease payments, all DVBE documentation required by the Agreement.

9.3.2 [Not Used]

9.3.3 **WARRANTY OF TITLE**

The Contractor warrants that title to all work covered by a Sublease Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of the information and documents required by Section 9.3.1, above, all work performed by Contractor to date shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 REVIEW OF SUBLEASE PAYMENT

9.4.1 **OWNER ACCEPTANCE**

If Contractor timely submits the required information and documents pursuant to Section 9.3.1, above, the Owner will, by the fifth (5th) day of the month, determine the amount of the Sublease Payment due to Contractor pursuant to the Contract Documents and make such payment.

9.4.2 **OWNER'S REVIEW**

The review of the Contractor's required information and documents will be based, at least in part, on the Owner's observations at the Site and the data in the submissions. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject

the submissions, or elect to not make a Sublease Payment, if the submissions are not complete under section 9.3 or if the Lease Term has been extended due to inexcusable delay (see Section 7 of the Sublease). The issuance of a Sublease Payment will constitute a representation that the Contractor is entitled to payment in that amount, subject to any specific qualifications from Owner that accompany the Sublease Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Sublease Payment will not be a waiver by the Owner of any defects in the Work performed to date, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner; or

D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Total Sublease Amount.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a Sublease Payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop payment notice claimant's anticipated interest and court costs, and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance

bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Total Sublease Amount or by the Date for Completion or a Milestone Deadline;

E. Damage to the property or work of the Owner, another contractor, or subcontractor;

F. Unsatisfactory prosecution of the Work by the Contractor;

G. Failure to store and properly secure materials;

H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, daily reports, monthly reports (including those required by Education Code section 17407.5(c)), shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

I. Failure of the Contractor to maintain record drawings;

J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements, whether in a request for payment or Contract adjustment, in connection with a payment or Contract adjustment, or in connection with Contractor's submissions to Owner prior to any payment or Contract adjustment;

K. Unauthorized deviations from the Contract Documents;

L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;

M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Sublease Payment;

N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;

O. Overpayment to Contractor on a previous payment;

P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including credits for any unspent allowance;

Q. The estimated cost of performing work pursuant to Section 2.4;

R. Actual damages related to false claims by Contractor;

S. Breach of any provision of the Contract Documents;

T. Owner's potential or actual loss, liability or damages caused by the Contractor, including defense costs and attorneys' fees incurred due to Contractor's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and

U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor (see, e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions)).

Owner may, but is not required to, provide to Contractor written notice of the items for which Owner is withholding amounts from a Sublease Payment.

Within thirty (30) days of a written request from Contractor, the Owner shall provided a written notice of the basis for any amount being withheld from a Sublease Payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a Sublease Payment or based on a late Sublease Payment, or if Contractor otherwise disputes any Sublease Payment or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed Sublease Payment Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

Despite any withholding from a Sublease Payment, or any other dispute about a Sublease Payment, Contractor shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

9.5.2 **PAYMENT AFTER CURE**

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any amounts withheld due to

the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

9.6 SUBLEASE PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Each Sublease Payment shall be made by Owner pursuant to the Contract Documents, including Section 9.3.1 above and Section 6 of the Sublease. Sublease Payments shall be based only on the original Total Sublease Amount plus any fully executed and Board-approved Change Orders; they shall not include Notices of Potential Claims, COR's, Claims, or disputed amounts.

The Contractor shall not be entitled to have any payment made so long as Contractor is in breach of any obligation set forth in the Contract Documents. In such event, Owner shall be entitled to withhold payment in proportion (150%) to the value of the unfulfilled obligation. No Payment by Owner shall constitute a waiver of any legal obligation of Contractor.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor, 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.

9.6.3 PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding the calculation of the Sublease Payments.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner 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.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

The making of a Sublease Payment, or partial or entire use or occupancy of the Project, by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or 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. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

As part of the Work, the Contractor shall:

A. Deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents; and

B. Provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in paragraph 9.3).

The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract

Documents, and to Complete or correct the work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not Complete or are not correct. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner shall notify the Contractor, and the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6). Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq*. However, no acceptance of the Work as Complete by the Owner's governing body, and no recordation of a Notice of Completion by the Owner, will terminate or otherwise shorten the lease term, which may only be terminated as described in the Lease-Leaseback Agreement for this Contract.

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Contractor to make inspections to confirm completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining Sublease Payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any Completed, or partially Completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9 FINAL SUBLEASE PAYMENT

On or before the due date of the final Sublease Payment, as provided by the Contract Documents, Owner shall issue a Final Sublease Payment. If required to do so under Labor Code section 1773.3(d), Owner shall withhold the Final Sublease Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the 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. In addition, if death or serious injuries or serious damages are caused, then the accident shall be

reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, equipment, tools, construction equipment, and machinery to be incorporated therein or necessary for the proper execution and Completion of the Work, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 **FINGERPRINTING**

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including, but not limited to, the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 **PROTECTION OF WORK**

The Contractor and Subcontractors shall, consistent with industry standards, continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or 30 days after Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner. Contractor shall not have responsibility for losses due to earthquakes, tidal waves, floods, windstorm or terrorism except to the extent there is available insurance coverage for such losses. .

10.3.2 **PROTECTION FOR ELEMENTS**

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 **SHORING AND STRUCTURAL LOADING**

The 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 the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special 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 or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.3.4 **CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, then the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

If the Contractor encounters or suspects the presence on the Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, then the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

If the presence of hazardous materials is suspected or discovered on the Site, then the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

If the presence of hazardous materials on the Site is not caused by the Contractor, then Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 & 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not waive any immunities.

10.5.4 NATURALLY OCCURRING ASBESTOS

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health

(Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

10.5.5 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

If the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, then the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.7 ARCHEOLOGICAL MATERIALS

If the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, then the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

ARTICLE 11
INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 Before commencement of the Work and within limits acceptable to the Owner, 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 A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor 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 Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 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; and

11.1.1.5 claims involving blanket 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

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

If commercial general liability insurance or another insurance form with a general aggregate limit is used, then either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial

rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall 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, then such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance 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 sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance 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 Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, then the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from Sublease Payments the amount of the premium for such insurance.

11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including, but not limited to, the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by a tidal wave up to 5% of the Contract Sum [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Contractor is only required to provide insurance for damages caused by an earthquake above 3.5 magnitude on the Richter Scale up to 5% of the Contract Sum [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction 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 Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for a tidal wave, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 EARTHQUAKE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Contractor for insurance coverage for an earthquake over 3.5 on the Richter Scale, Contractor shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work**.**

11.1.7 **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 **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 included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 **OTHER INSURANCE**

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

11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> 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 Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) 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.

(c) Certificates of insurance shall clearly state that the Owner 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 Owner

and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 COMPLIANCE

If any contractor fails to furnish and maintain any insurance required by this Article, then the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page 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 Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner 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. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Total Sublease Amount is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. 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 Total Sublease Amount, 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 bond, then the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, then Contractor must, if so required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Total Sublease Amount , Date for Completion, or a Milestone Deadline.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, then the Owner may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, then costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such Work is not in accordance with Contract Documents, then the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming Work within a reasonable time, then Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the Work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, then Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the

proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, then Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If Sublease Payments then or thereafter due the Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether Completed or partially Completed, caused by the Contractor's correction or removal of the nonconforming Work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, then the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, then the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any

amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, then that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, then Contractor shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from Sublease Payments.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, then the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract

Documents, then the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from Sublease Payments.

13.5.7 COSTS FOR PREMATURE TEST

If the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, then the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from Sublease Payments.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTENTIONALLY LEFT BLANK

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Total Sublease Amount exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, then the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, then the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner 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 work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's governing board, and copies will be made available to any interested party on request.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in the Work 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.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, then such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be

based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected 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. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor. Labor Code section 1777.1 shall also apply.

13.8.6 **MINIMUM WAGE RATES**

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 **PER DIEM WAGES**

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 **POSTING OF WAGE RATES**

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 **RECORD OF WAGES PAID; INSPECTION**

13.9.1 **APPLICATION OF LABOR CODE**

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, 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 public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) 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.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) 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 either the Owner or the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR 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 performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley

trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. 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 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) 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. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the Owner of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). If the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, 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 Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

13.10.1 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 at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and 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. Contractor shall pay apprentices for any pre-employment activities, as set forth in Labor Code section 1777.5.

13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, 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, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, then shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "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 joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 **APPRENTICE FUND**

A Contractor to whom the Contract is awarded 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 and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code sections 1777.1 and 1777.7, if a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

(a) If a contractor or subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars ($100) for each full

calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the Sublease Payments then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders Final Sublease Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, then the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 **AUDIT**

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, 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 three (3) years after the final Sublease Payment under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after the final sublease payment under the Contract, Owner shall also have the right to an audit of all of Contractor's documents (both electronic and hard copy) related to the project, including but not limited to books, records, subcontracts, material and equipment contracts, and files, and Contractor must cooperate by producing all requested items within seven (7) days.

13.13 **STORM WATER DISCHARGE PERMIT**

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 **TERMINATION BY THE CONTRACTOR FOR CAUSE**

Contractor may not terminate performance for convenience. Contractor may only terminate performance for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, then the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, then Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work

executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate performance of the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion by the Date for Completion or a Milestone Deadline;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

D. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f); or

E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate performance of the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, then the Contractor shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Total Sublease Amount exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, then such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, then the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Contract.

14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER

Any suspension or termination by Owner of performance by Contractor for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, then the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

OAKLAND BUILT

LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

☐ LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: Cahill Contractors LLC

Project: Melrose Leadership Academy

Project #:

Project Manager: Victor Manansala

Date: 03/24/26

Original Contract Amount (Base Bid): $ 30,393,557.00

Originally Proposed LBU %: 53.53 %

Amendment/Change Order No.: 0 Amount: $ 0.00

Total Contract Amount (Amended Contract, to Date): $ 0.00

Proposed LBU % %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: Cahill Contractors LLC & Light Frame Construction Address: 1111 Broadway, Suite 1340 City/State: Oakland, CA 94607 Phone: (415) 986-0600	$ 6,158,733.00	19.34 %	0.92 %	%	City of Oakland Vendor # 20454999 City of Oakland Vendor # 20368688
Company: D-Line Constructors Address: 2744 E 11th Street H14 City/State: Oakland, CA 94601 Phone: (510) 251-6400	$ 2,575,821.00	%	8.47 %	%	City of Oakland Vendor # 20214748 SBALBE*
Company: Service Metal Products Address: 9828 Kitty Ln City/State: Oakland, CA 94603 Phone: (510) 568-0888	$ 39,770.00	0.13 %	%	%	Alameda County SLEB 10-00042
Company: Black Creek Builders (Bay City Mechanical Subtier) Address: 4096 Piedmont Ave #240 City/State: Oakland, CA 94611 Phone: (800) 737-7113	$ 1,258,920.00	%	4.14 %	%	City of Oakland Vendor #20959144
Company: Cooper Construction Address: 240 Sextus Rd. City/State: Oakland, CA 94603 Phone: (510) 415-3654	$ 123,879.00	%	0.41 %	%	City of Oakland Vendor # 20884132
Company: Tulumn Systems Address: 3101 Hyde St. City/State: Oakland, CA 94601 Phone: (510) 355-8159	$ 6,114,202.00	%	20.12 %	%	City of Oakland Vendor # 20464989
	$ 16,271,325.00	19.47 %	34.06 %	0.00 %	53.53 %

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be approved and included in contract amendment documentation, where LBU is impacted.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project	**Site**	235

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Cahill Contractors, LLC	Agency's Contact	Nick Misakian				
OUSD Vendor ID #	009054	Title	Project Manager				
Street Address	1111 Broadway, Suite 1340	City	Oakland	State	CA	Zip	94607
Telephone	415-328-5321	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	22126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-12-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	8-31-2028

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$34,947,788.00
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9891	Fund 21,Measure Y	210-9657-0-9891-8500-6271-235-9180-9906-9999-22126	6271	$31,947,788.00
9021/9891	Fund 25	250-9021-0-9891-8500-6271-235-9180-9000-9999-22126	6271	$3,000,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities				
	Signature Sele Nadel-Hayes (Apr 3, 2026 07:12:49 PDT)		Date Approved		
2.	**Counsel, Department of Facilities Planning and Management**				
	Signature James Traber 3/27/2026		Date Approved		
3.	**Chief Systems & Services Officer**				
	Signature Preston Thomas (Apr 3, 2026 12:02:29 PDT)		Date Approved		
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

passwordBoard Office Use: **Legislative File Info.**	
File ID Number	24-2408
Introduction Date	11-14-2024
Enactment Number	24-2256
Enactment Date	12/11/2024 CJH

Memo (Bid Award)

To Facilities Committee

From Kyla Johnson-Trammell, Superintendent;
Preston Thomas, Chief Systems and Services Officer Management
Kenya Chatman, Executive Director

Board Meeting Date November 14, 2024

Subject Award of a Lease-Leaseback Contract – Cahill Contractors LLC– Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project– Division of Facilities Planning and Management

Action Requested Approval by the Facilities Committee to award a Lease-Leaseback Contract by and between the **District** and **Cahill Contractors LLC,** Oakland, California, for the latter to provide preconstruction services for the **Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project**, with work scheduled to commence on **December 12, 2024**, and anticipated to last until **December 31, 2025**. For each phase of construction, an amendment with the total sublease price for that phase will be brought to the Board for approval after the design for that phase is complete and before construction for that phase commences. The estimated total contract price is $100,000.00.

Discussion Cahill Contractors LLC was chosen through the statutory lease-leaseback selection process. (Public Contract Code §17406.).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Facilities Committee to award a Lease-Leaseback Contract by and between the District and Cahill Contractors LLC, Oakland, California, for the latter to provide preconstruction services for the Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project, with work scheduled to commence on October 24, 2024, and anticipated to last until December 31, 2025. For each phase of construction, an amendment with the total sublease price for that phase will be brought to the Board for approval after the design for that phase is complete and before construction for that phase commences. The estimated total contract price is $100,000.00.

Fiscal Impact Fund 21-Building Fund Measure Y

Attachments

- Lease Leaseback Agreement, Site Lease, Sublease, and other contract documents
- Contract Justification Form
- Routing Form
- Certificate of Insurance

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office with Every Agenda Contract.

Legislative File ID No. 24-2408

Department: Facilities Planning and Management

Vendor Name: Cahill Contractors, LLC

Project Name: Melrose Leadership Academy at Maxwell Park Campus **Project No.: 22126**

New Classroom Building and Modernization Project

Contract Term: Intended Start: **December 12, 2024** Intended End: **December 31, 2025**

Total Cost Over Contract Term: $100,000.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Cahill Construction, LLC, was selected through a statutory lease-leaseback RFP process. Based on price and qualifications, Cahill Construction LLC received the most points.

Summarize the services or supplies this contractor or vendor will be providing.

Cahill Construction LLC will provide preconstruction services for the Melrose Leadership Academy at Maxwell Park Campus New Classroom Building and Modernization Project.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Cahill Construction LLC has provided preconstruction services in the past for the District. Based on their expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☒ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $109,300 or less (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Cahill Construction LLC was chosen through an RFP process to provide preconstruction construction lease-leaseback services.

LEASE-LEASEBACK AGREEMENT

Dated as of December 12, 2024

Between

Oakland Unified School District

and

Cahill Contractors, LLC

Melrose Leadership Academy at Maxwell Park Campus
New Classroom Building and Modernization Project
4730 Fleming Ave
Oakland, CA 94619

LEASE-LEASEBACK AGREEMENT
FOR THE
Melrose Leadership Academy at Maxwell Park Campus
New Classroom Building and Modernization Project

THIS LEASE-LEASEBACK AGREEMENT (this "Agreement") is entered into as of **December 12, 2024**, between the Oakland Unified School District, a California public school district (the "Owner"), and **CAHILL CONTRACTORS LLC**, a licensed general contractor (the "Contractor"). Owner and Contractor are each a "Party" and together are the "Parties" to this Agreement.

The Owner intends to make certain tenant improvements generally described in Section 1, below (the "Work") to its modifications on the campus of its Melrose Leadership Academy at Maxwell Park Campus, located at **4730 Fleming Ave, Oakland, CA 94619** ,such Work being performed pursuant to the Agreement and all incorporated documents (the "Contract" and "Contract Documents"), all of which is part of the Owner's **Melrose Leadership Academy at Maxwell Campus New Classroom Building and Modernization Project** (the "Project"). This Agreement includes and incorporates all of the Contract Documents identified in Section 1.1.1 of the General Conditions for this Contract.

This Agreement is entered into by the Parties pursuant to California Education Code section 17406, which permits the governing board of school district, without advertising for bids, 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 provides 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 at the expiration of the lease.

In connection with the approval of this Agreement, the Owner will enter into a site lease with Contractor (the "Site Lease"), under which it will lease the Contract site described and depicted in Exhibit A of the Site Lease (the "Site") to Contractor in order for Contractor to finance and construct the Contract as described in the Scope of Work set forth in Section 1, below (the "Scope of Work").

Contractor will lease the Site back to the Owner pursuant to a Sublease Agreement (the "Sublease"), under which the Owner will be required to make sublease payments to Contractor for the use and occupancy of the Site, including the Contract.

Contractor is experienced in the construction of the type of contract and type of work desired by the Owner and is willing to perform said construction Work for the Owner, all as more fully set forth in this Agreement.

The Owner and Contractor therefore agree as follows:

1. Scope of Work. The Contractor agrees to finance construction of the Contract and to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all of the Work, as that term is defined in Article 1.1.3 of the General Conditions, in a good

and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the

Melrose Leadership Academy at Maxwell Park Campus
New Classroom Building and Modernization Project

all in strict compliance with the Contract Documents, including but not limited to the plans, drawings, and specifications ("Plans and Specifications") for the Contract to be prepared by

HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607
(510) 626-9800

The Scope of Work shall include any revisions to the Plans and Specifications that are made as a result of DSA review or at the direction of DSA.

The Scope of Work does not include Contractor's performance of the preconstruction services as set forth in Section 2, below.

Until DSA approval of the plans, drawings and specifications for the Contract has been received by Owner, Contractor may not commence any work on the Contract for which a contractor's license is required and DSA approval is required.

In accordance with California Public Contract Code section 3300, Contractor has " Class A-General Engineering and Class B General Building" licenses that Contractor shall maintain in good standing for the duration of Contractor's work on the Contract.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

2. Preconstruction Services During the Design Phase. Contractor shall perform the following preconstruction services during the design phase, estimated to be completed by **April 30, 2025,** so that the architect may finalize its Plans and Specifications prior to submission to DSA for approval, and these services are Not to Exceed **$100,000** per section 2.g, of this Agreement.

a. *Site Evaluation.* Contractor shall perform an evaluation of the Site for the Contract and make recommendations relating to scope, constructability, and schedule of the Contract. Contractor shall also review the scope of necessary demolition work, if any, to develop a hazardous materials removal plan. The purpose of this evaluation is to improve the Contract's design and minimize unforeseen conditions. At Owner's request, Contractor shall provide the results of its evaluation in written form to the Owner.

b. *Constructability Review*. Contractor shall provide at least three (3) constructability reviews with construction cost estimates of the Plans and Specifications before or at each of the following intervals of preconstruction: (i) One within two (2) weeks of the architect's completion of design development; and (ii) one within two (2) weeks of the architect's 50% construction documents and (iii) one within two (2) weeks of the architect's completion of the final Plans and Specifications that will ultimately be submitted to DSA for approval.

Contractor shall review the Plans and Specifications and related construction documents for errors and omissions, clarity, consistency, and coordination. Contractor's review shall emphasize ensuring that the Contract can be completed within the Owner's available budget to the level of quality and educational goals desired, and can be completed within the established schedule. Contractor shall specifically provide recommendations on construction feasibility, energy conservation, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs of materials, preliminary budgets, and possible economies of scale. Contractor shall provide written reports, identifying by page and detail the issues to be discussed and resolved. As part of the constructability review, Contractor shall identify areas where value engineering principles could be applied (including potential cost savings and the schedule impact of such savings), and identify items requiring a long lead time before construction. Contractor shall assist the District in considering operating or maintenance costs with respect to selecting systems and products for the Contract.

Contractor's review of plans and specifications prepared by OUSD's design team shall be performed by Cahill Contractor in its capacity as a general building contractor and not as a design professional. Cahill shall not be responsible for errors or omissions in such plans and specifications, other than to ensure the Contract can be completed on time and on budget, but shall promptly report to OUSD any errors or omissions that it discovers.

c. *Design/Coordination Meetings*. Contractor shall be responsible for facilitating all design/coordination meetings as needed. Such meetings shall include participation of design professionals and specialty subcontractors.

d. *Schedule*. Contractor shall develop a master critical path method ("CPM") Contract schedule for the Contract that shall include all milestone dates for the Contract, completion of design development, submittal of all estimates contemplated by the Contract, re-submission of the Plans and Specifications to DSA (if necessary), anticipated re-approval by DSA (if any), finalization of Contract Documents, construction sequencing and durations, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurements, phasing, and Owner move-in. Contractor's schedule shall be submitted to the Owner for approval within 30 days of award of this Agreement; the Owner shall have the right to request reasonable changes and updates in the schedule. Contractor shall provide schedule updates with each estimate, or more often if reasonably requested by the Owner or if required in Contractor's judgment to communicate changes in market conditions.

e. *Estimates*. Contractor shall provide estimates of total Contract cost, as well as necessary updates to the estimates. Contractor's estimates shall be due to the District along with the constructability

reviews (as noted in Section 2b above).Updated cost estimates shall be given in accordance with the approved CPM Contract schedule. Contractor shall also provide an updated estimate upon the submission of the Plans and Specifications to DSA (and at any other time required or reasonably necessary pursuant to this Agreement). Contractor's cost estimate shall identify all trades and unit costs and shall also identify all allowable general condition costs and fees. If any cost estimate submitted to the Owner exceeds a previously approved estimate, the Contractor shall make appropriate recommendations to the Owner for reducing the estimated cost of the Contract. All estimates shall assume that construction of the Contract is subject to the payment of prevailing wages under the California Labor Code and applicable regulations, and that the Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

f. *Construction Planning*. Contractor shall provide assistance to Owner in construction planning, including phasing, staging, site logistics, sequencing, fencing, office locations and means and methods of construction. The Contractor shall (1) provide a preliminary evaluation of the Owner's schedule, cost and design requirements for the Contract; (2) develop an anticipated construction schedule pursuant to Subsection (d) above; (3) develop a preliminary cost estimate for each type of work contemplated by the Contract pursuant to Subsection (e) above; (4) clarify and delineate the Architect's, the Contractor's, and the Owner's respective duties and responsibilities; and (5) set forth a plan for the administration and coordination of all Work on the Contract, including pre-construction meetings. The Architect and Owner shall review the above for acceptance. Contractor will also ensure that all Work complies with the guidelines established by the State of California Office of Public School Construction and any other Federal or State agencies having jurisdiction over the Contract. The objective of this step will be to develop an overall program strategy as relates to timing, budgets, construction materials, means and methods and the program interface during construction.

g. Owner shall pay Contractor based on the following rates:
Sr. Project Manager/Estimator: $200/hour
Project Manager/Estimator: $150/hour
Project Engineer/Jr. Estimator: $105/hour
for the above preconstruction services satisfactorily performed, but total payment for such services shall not exceed One Hundred Thousand Dollars and No Cents ($100,000.00). Contractor may invoice for payment for such services as they are performed, but no more frequently than monthly.

3. Contract Documents. The Contractor and the Owner agree that this Agreement, and all of the documents listed in Article 1.1.1 of the General Conditions, together form the "Contract Documents," which form the "Contract." The Contractor and its subcontractors must use the Owner's program software (COLBI DOCS) for projects.

4. Time to Complete and Liquidated Damages. Time is of the essence in this Contract. Notwithstanding anything to the contrary, Contractor's preconstruction services during the design phase shall be completed no later than **December 31, 2025**. The time for Completion of the Work shall be ([**to be finalized upon the DSA approval and completion of preconstruction services**

and at the time the Total Sublease Amount is confirmed pursuant to Section 5 below] (__)) calendar days which shall start to run on the date of Owner's approval of the Total Sublease Amount (as set forth in Section 5 of this Agreement), pursuant to California Education Code section 17406(a)(3). The Contractor's deadline for Completion of the Work under the previous sentence shall be the "Date for Completion". Contractor and Owner acknowledge and agree that, after the DSA approval and completion of preconstruction services and concurrently with the Total Sublease Amount is confirmed pursuant to Section 5 below, Contractor and Owner shall amend this Contract to finalize the Date for Completion and the Total Sublease Amount.

The site for the Contract will not be available to the Contractor for construction on the following dates: **N/A**. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work, or applicable milestones of Work, within the time and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such Completion is delayed beyond the Date for Completion or Milestone Deadline. For purposes of liquidated damages, the concept of substantial completion shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work, or milestone of the Work, were not Completed by the Date for Completion or Milestone Deadline are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if Completion is delayed include, but are not limited to, loss of the use of the Work or Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that **$2,000.00** per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time as described above.

If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold sublease payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the withheld sublease payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

5. Total Sublease Amount. For satisfactory performance of the Work, Owner shall pay Contractor a total amount ("Total Sublease Amount") which will be calculated after the following occurs: Contractor completes the required preconstruction services set forth above; the selection of

all subcontractors in accordance with Education Code section 17406(a)(4) and the Request for Sealed Proposals; and any required DSA approval of the Plans and Specifications for the Work.

Following the occurrence of all of the events set forth in the paragraph above, Contractor shall provide Owner with objectively verifiable information of its costs to perform the Work and a written rationale for the proposed Total Sublease Amount, including documentation sufficient to support the calculation. The Total Sublease Amount shall be calculated based on (a) general conditions, (b) bonds and insurance, (c) the Contractor's subcontract prices, including allowances, (d) the Contractor's estimated material and equipment supplier costs, and (e) any portions of the Work to be self-performed by the Contractor. (See Section III.D.1 of the Request for Proposals, which is incorporated by reference into this Agreement and the Contract Documents.) The sum of (c) and (d) above, multiplied by the Contractor's proposed percentage fee of **two and ¼ percent (2.25%, or (.0225))**; the "Percentage Fee") shall constitute the "Contractor Fee" which shall be added to (c), (d), (e), and any allowance or contingency desired by Owner (see next paragraph), thus arriving at the Total Sublease Amount detailed in Contractor's written rationale. The Percentage Fee may not be applied to the cost of any Work being performed by Contractor that it obtained through the subcontractor bid process since the Contractor's bid(s) through that process are intended to cover profit and all costs (including overhead) for such Work; nor may it be applied to any contingency. The material and equipment supplier costs may only include objectively verifiable information provided by Contractor to Owner.

Owner may elect to include a special allowance or general contingency allowance ("Allowance") in the Total Sublease Amount, from which the Owner may, in its sole discretion, elect to pay any additional amounts that are owed to the Contractor under the Contract Documents, rather than pay the Contractor by a Board-approved change order. Any payment from an Allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which future sublease payments shall be adjusted as provided in the Contract Documents. Contractor's acceptance of a sublease payment that includes such payment shall act as a full and complete waiver by Contractor of all rights to recover additional money related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures

in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made after a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any sublease payment or release of retention.

Except as otherwise provided in the General Conditions, the Contractor shall assume the risk of all costs in excess of the Total Sublease Amount in the performance of such work and shall not be entitled to additional payments because of such excess costs.

Contractor shall finance the cost of construction of the Work. Contractor shall pay all subcontractors and suppliers as they perform Work or furnish supplies. The Owner shall pay Contractor sublease payments pursuant to the terms and conditions of the Contract Documents, including but not limited to Section 6 of the Sublease (the "Sublease Payments"). The sum of the Sublease Payments shall not exceed the Total Sublease Amount established under this Article 4.

To the extent that the Total Sublease Amount includes any amounts for allowances, the use of such funds is entirely at the discretion, and only with the advanced written approval, of the Owner. Contractor must establish entitlement to such an allowance payment pursuant to the Contract Documents' requirements for notices of potential change, change order requests, and claims, including but not limited to Section 4.5 of the General Conditions. The amount of any allowance may only be increased by a Board-approved change order. The unspent amount of the allowances shall be excluded from any calculations of Sublease Payments under the Contract Documents. If an allowance is fully spent or Owner elects to not spend remaining allowance funds, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents, including but not limited to Section 4.5 of the General Conditions regarding notices of potential change, change order requests, and claims. Upon Completion of the Work, all such allowance funds that are unspent and unencumbered shall remain the property of the Owner, Owner shall have no obligation to pay such funds to Contractor, and Contractor shall have no claim to such funds.

The proposed Total Sublease Amount shall be approved or rejected by the Owner at a public meeting before Contractor may proceed with any further Work under the Contract Documents. Once approved, the Parties shall execute ***Exhibit A*** of the Sublease, setting forth the Total Sublease Amount and Sublease Payments, whereupon ***Exhibit A*** shall be incorporated into, and become part of the Contract Documents. Contractor shall immediately commence the Work after approval of the Total Sublease Amounts by the Owner, and the time for Completion of the Work shall commence to run upon such approval by the Owner. If the Owner rejects the Total Sublease Amount and requests another calculation from Contractor, then Contractor shall submit another calculation complying with this Section's procedures. If the Owner rejects the Total Sublease Amount and does not request another calculation from Contractor, then such rejection will act as a Termination for Convenience pursuant to Article 14.3.2 of the General Conditions and the Owner may award a lease-leaseback contract for the Contract to the next highest best value contractor from the selection process used for the Contract.

6. Changes. Should the Contractor believe that it is entitled to an increase in the Total Sublease Amount or a time extension for completion, it must request such change pursuant to the procedures in the Contract Documents, including but not limited to Section 4.5 of the General Conditions regarding notices of potential change, change order requests, and claims. To be enforceable, any written amendment or change order must be signed by both parties and approved by the Owner's governing body.

7. Term and Termination. The term of the Contract (the "Lease Term") begins on December 12, 2024, and automatically ends on the date that the final Sublease Payment is due (as may be adjusted during the Contract) or on the date that the Contract is terminated, all in accordance with the Contract Documents. The Lease Term and the Sublease Payments may be extended as provided in the Sublease. All of the covenants, representations and warranties set forth in the Contract, including indemnification obligations, that are intended to bind the Parties after the Completion of the Work or termination of the Contract will survive such Completion or termination for the periods provided for in the Contract or otherwise allowed by law. The Site Lease and the Sublease each shall automatically end at the same time as this Agreement, with the Parties' respective leasehold interests thereunder automatically ended and released, and title to the Site and Work automatically and fully vested in the Owner.

8. Prequalification of Contractor and Certain Contractors.

Prequalification is required as described in the Request for Sealed Proposals and Qualifications.

9. Selection of Subcontractors; DVBE Goals. All Work shall be let by Contractor to subcontractors, except as otherwise permitted below. For each scope of Work that exceeds 0.5% of the Work, Contractor shall provide public notice of availability of work to be subcontracted in accordance with the District's competitive bidding process (including but not limited to Public Contract Code section § 22037), including a fixed date and time on which qualifications statements, bids, or proposals will be due. Contractor shall establish reasonable qualification criteria and standards and shall award each subcontract to *the lowest responsive and responsible bidder*. All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100). If Contractor wishes to perform a portion of the Work itself rather than enter a subcontract for it (regardless of whether that portion exceeds 0.5% of the Work), it may only self-perform that Work if it uses the applicable subcontractor selection process under Education Code section 17406(a)(4), timely submits a bid for that portion of the Work that covers all of its profit and costs (including overhead), and *"its bid is the lowest responsive and responsible bid"* for that portion of the Work. Contractor's subcontractor selection process shall be subject to review by, and approval of Owner.

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is required for this Contract. In accordance with Education Code section 17076.11 the Owner has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the Owner pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the Owner for this Contract. The Owner is seeking DVBE participation under this Agreement.

The Contractor must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids, in the manner set forth in this Section for performance of the Contract. Information regarding certified DVBE firms can be obtained from the State's Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 as well as the OSDS website at www.bidsync.com/DPXBisCASB. Verification of DVBE status must be obtained from the OSDS by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Agreement, to retain documentation of its good faith efforts in utilizing DVBEs for this Contract, for submission to the Owner or to the applicable state agency in the event such documentation is requested.

Good faith efforts are demonstrated by evidence of the following: (a) contact was made with the Owner regarding the identification of DVBEs; (b) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) advertising was published in trade papers and other papers focusing on DVBEs; (d) invitations to bid or proposal solicitations were submitted to potential DVBE contractors; and (e) available DVBEs were considered. Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE subcontractors and suppliers in the Contract.

Prior to, and as a condition precedent for the final Sublease payment made to Contractor by the Owner pursuant to Section 6 of the Sublease, the Contractor shall provide the Owner with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Contract. The Contractor shall also provide the Owner with a copy of the DVBE Certification Letter issued by OSDS for each DVBE that has participated in the Contract. This documentation will be used by the Owner to evaluate its success in meeting its DVBE participation goal.

10. Prevailing Wages. The Contract is a public work, the Work shall be performed as a public work, and under California Labor Code section 1770 *et seq.*, the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Contract is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the DIR. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Contract is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars ($25,000), in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

11. Working Hours. Under California Labor Code sections 1810 to 1815, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 1½ times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit $25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

12. Apprentices. The Contractor shall comply with California Labor Code sections 1777.5 and 1777.6. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than 1 hour of apprentice's work for each 5 hours of work performed by a journeyman (unless an exemption is granted in accordance with Labor Code section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section

3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

13. Skilled and Trained Workforce. The Contractor and its subcontractors at every tier shall comply with Education Code section 17407.5 and Public Contract Code sections 2600-2603, which require the Contractor and its subcontractors at every tier to employ a skilled and trained workforce, by complying with the District' Project Labor Agreement.

14. DSA Oversight Process. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Inspector of Record ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Contract.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered Work in accordance with the DSA Oversight Process.

15. Indemnification, Insurance, and Bonds. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the California Labor Code and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive 30 days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $2,000,000 per occurrence for bodily injury, personal injury, and property damage, and the amount of automobile liability insurance shall be $1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the bonds set forth in the General Conditions, including performance and payments bonds.

16. Entire Agreement. The Contract constitutes the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.

17. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

18. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

19. Binding Effect. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

20. Severability; Governing Law; Venue. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California, other than its laws regarding choice of law, shall govern the Contract. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

21. Amendments. The terms of the Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the Owner's Governing Board.

22. Assignment of Contract. The Contractor shall not assign or transfer by operation of law or otherwise any of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

23. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

24. Terms Not Defined. Capitalized terms used in this Agreement that are not otherwise defined have the same meaning as in the General Conditions or other Contract Documents.

25. Parties Bound by Agreement. Each person signing this Agreement below warrants and guarantees that he or she is legally authorized to execute this Agreement on behalf of the listed Party and that such execution binds that Party to the terms and conditions of this Agreement.

26. Sanctions in Response to Russian Aggression. The Owner requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

* *

OAKLAND UNIFIED SCHOOL DISTRICT

12/12/2024

Benjamin Davis, President, Board of Education — Date

12/12/2024

Kyla Johnson-Trammell, Superintendent Secretary Board of Education — Date

Preston Thomas (Nov 8, 2024 09:17 PST)

Nov 8, 2024

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date

James Traber

11/06/2024

James Traber, Esq. General Counsel, Facilities Planning and Management — Date

CAHILL CONTRACTORS, LLC

11/4/24

Signature — Date

ARASH BARADARAN, V.P.

Print Name, Title

CALIFORNIA CONTRACTOR'S LICENSE NO. **1011738**

LICENSE EXPIRATION DATE: **03/31/2026**

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: The undersigned certifies to the best of its knowledge and belief that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract certifies that this vendor does not appear on the Excluded Parties List. https://www.sam.gov/portal/public/SAM

Kenya Chatman (Nov 8, 2024 09:12 PST)

Director of Facilities Planning and Management
Oakland Unified School District

Nov 8, 2024
Date

EXHIBIT A – Lease-Leaseback Agreement
SITE AND SUBLEASE TEMPLATES

319-669/7075441.1

NONCOLLUSION DECLARATION

Owner: Oakland Unified School District
Project: New Classroom Building and Modernization Project
Site: Melrose Leadership Academy at the Maxwell Park Elementary School

The undersigned declares:

I am the Vice President of Cahill Contractors LLC, the party making the foregoing bid or proposal ("Bid").

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The bidder or proposer ("Bidder") has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding or proposing ("Bidding"). The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 15, 2024, at San Francisco [*city*], CA [*state*].

Signature

Arash Baradaran
Print Name

WORKERS' COMPENSATION CERTIFICATE

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 employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Cahill Contractors LLC
Name of Contractor

Signature

Arash Baradaran
Print Name

August 15, 2024
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 the contract.)

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Proposing Entity and Submitted With Proposal)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Proposer Name/Financial Institution (Printed) Cahill Contractors LLC	*Federal ID Number (or n/a)* 47-3946807
By (Authorized Signature)	
Printed Name and Title of Person Signing Arash Baradaran, Vice President	
Date Executed August 15, 2024	*Executed in* California

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Proposer Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

To Be Executed by Bidder and Submitted with Bid

Owner: Oakland Unified School District
Project: New Classroom Building and Modernization Project
Site: Melrose Leadership Academy at the Maxwell Park Elementary School

I, Arash Baradaran, declare that I am the Vice President *[insert title]* of Cahill Contractors LLC, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Cahill Contractors LLC *[insert name of entity]* to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Cahill Contractors LLC *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on August 15 2024, at San Francisco *[city]*, CA *[state]*.

Date: August 15, 2024

Signature

Print Name: Arash Baradaran
Print Title: Vice President

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))

Owner: Oakland Unified School District
Project New Classroom Building and Modernization Project
Site: Melrose Leadership Academy at the Maxwell Park Elementary School

I, Arash Baradaran [*name*], Cahill Contractors LLC [*name of employer*], certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, Arash Baradaran [*name*], Cahill Contractors LLC [*name of employer*], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, Arash Baradaran [*name*], Cahill Contractors LLC [*name of employer*], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Melrose Leadership Academy at the Maxwell Park Elementary School, Date / Number TBD
[*name and address of building, contract date and number*]

[*name and address of building, contract date and number*]

[*name and address of building, contract date and number*]

[*name and address of building, contract date and number*]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Signature 8/15/24 Date

Arash Baradaran Print Name

Cahill Contractors LLC Print Name of Employer

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: August 15, 2024

Signature

Name: Arash Baradaran

Title: Vice President

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state 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:

(a) 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;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner 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 or grant awarded herein is subject to suspension of payments, termination, 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.

Cahill Contractors LLC
Name of Contractor

Signature

Arash Baradaran
Print Name

August 15, 2024
Date

{SR787682}

12.2.4.8

For all projects over Twenty-Five Thousand Dollars ($25,000), proof of public works contractor registration to perform public work under Labor Code section 1725.5.

Cahill's Department of Industrial Relations Number (DIR) is 1000037070.

SCHEDULE Z
DOCUMENT 00 52 00

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Cahill Contractors LLC	
Company Name	Signature of Authorized Representative
425 California Street, Suite 2200, San Francisco	Arash Baradaran, Vice President
Address	Type or Print Name

94104	(415) 986-0600	August 15, 2024	Arash Baradaran, Vice President
Area Code	Phone	Date	Type or Print Name

END OF DOCUMENT

OAKLAND BUILT

Oakland Unified School District
Local Business Utilization

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Cahill Contractors LLC	Bid Opening Date	08/15/24
Project Name	OUSD Melrose Leadership Academy at Maxwell Park	Time:	2:00pm
Project Number	22126	Project Manager:	Victor Manansala
Proposed Total Contract Amount	$ 100,000.00	Architect:	HKIT Architects

BASE BID AMOUNT

Proposed Total LBU Amount (%) 100 %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)		Total Amount of Contract (as a $ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name: Cahill Contractors LLC	Certifying Agency: Port of Oakland Local Cer	$ 100,000.00	100.00 %	%	%
Address, City/State: 1111 Broadway, Suite 1340, Oakland, California 94607	Certification No. (if available): 9673-22				
Company Name:	Certifying Agency:		%	%	%
Address, City/State:	Certification No. (if available):				
Company Name:	Certifying Agency:		%	%	%
Address, City/State:	Certification No. (if available):				
Company Name:	Certifying Agency:		%	%	%
Address, City/State:	Certification No. (if available):				
Company Name:	Certifying Agency:		%	%	%
Address, City/State:	Certification No. (if available):				
Company Name:	Certifying Agency:		%	%	%
Address, City/State:	Certification No. (if available):				
TOTAL PARTICIPATION		$ $ 100,000.00	100.00 %	0.00 %	0.00 %

TIFFANY KNUCKLES Sep 13,2024

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2024

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

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

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	**CONTACT NAME:** Susan Lane **PHONE (A/C, No, Ext):** 415-402-6627 **FAX (A/C, No):** 415-989-9923 **E-MAIL ADDRESS:** selane@woodruffsawyer.com
INSURED CAHILL0-01 Cahill Contractors LLC 425 California Street, Suite 2200 San Francisco, CA 94104	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Arch Insurance Company — 11150 **INSURER B :** Indian Harbor Insurance Company — 36940 **INSURER C :** Zurich American Insurance Company — 16535 **INSURER D :** Arch Indemnity Insurance Company — 30830 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1099756986 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	ZAGLB9240404	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP186479303	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	ZAWCI9786200	7/1/2024	7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution-Professional Liab		Y	CEO744654207	7/1/2024	7/1/2025	Each Occurrence Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: The Modernization Project at Fremont High School, 4610 Foothill Boulevard, Oakland, California 94601 - Oakland Unified School District, its Board members, employees and agents, and others as required by contract and Hibser Yamauchi Architects, Inc., are included as additional insured per attached endorsements. Coverage is Primary and Non-Contributory per attached endorsements. Waiver of Subrogation applies per attached endorsements. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

Oakland Unified School District
1011 Union Street
Oakland CA 94607

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Zoe Overbay

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