34. Prior Agreements ..... ..... ..... 37
35. Further Assurances ..... ..... ..... 37

WHEREAS , the selection of Developer was conducted in a fair and impartial manner; and

WHEREAS , Developer has reviewed the Lease Documents; and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throug hout the Term thereof and the T erm of this Facilities Lease.

3.3 As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

8.2 Authorization

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execu tion of this Facilities Lease .

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease , nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the cre ation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site , except Permitted Encumbrances .

8.4 Condemnation Proceedings

8.4.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the P-g.Tm /GS7 gs 0 g /GQ ET Q q 0.00

10.1.2.1.4 Provide plan review.

10.1.2.1.5 Value - engineering. Prepare a value - engineering report for District review and approval that:

10.1.2.1.5.1 Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life - cycle and/or to reduce

10.1.3.1.13 Owner and Maintenance Manuals; and

10.1.3.1.14

10.1.5.10.7 If Developer intends to propose to self-perform portion(s) of the construction of the Project, it must receive the

provide its pricing (its bid) to the District twenty-four (24) hours

portion(s) of the Work.

10.1.5.10.7.1 Regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that Developer is bidding to self-perform shall be Two (2) Bids, not s pricing/bid.

10.1.5.11 Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

10.1.5.12 Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

10.1.5.13 Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

10.2 Schedule

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services for the Agreement, and conclude upon approval of the Amendment to the , or

extension shall be subject to reasonable approval in writing by the Parties.

10.3 Ownership of Records

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right therein whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

10.4 Open Book Policy

There will be an open book policy with Developer and its construction team. District shall have access to all subcontractor bids, value engineering back-up, contingency breakdown & tracking, and Developer fees.

10.5 Compensation to Developer for Preconstruction Services

District agrees to reimburse Developer in the total amoun t not to exceed [AMOUNT IN WORDS] DOLLARS

15. Insurance

15.1 Developer's Insurance

Developer

repair and replacement of damaged and undamaged portions of the

15.1.8 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts

| | | |
|---|---|---|
| | | |
| | | |
| | | |

may consent to an extension of time, provided Developer instituted and diligently pursued corre ctive action within the applicable fifteen (15) -day period and until the violation is corrected. Upon District determination, Developer shall not be entitled to receive any further payment until the entire Work is finished.

22.3.2.3 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.3.2.3.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of

Lease; and

22.3.2.3.2 Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

22.3.2.4 Surety shall not utilize Developer in completing the Project if the

Surety expressly agrees that any developer which Surety proposes

.

22.3.2.5 If Surety fails to notify District or begin performance as

22.3.3.2.2

and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.3.3.9 All payments due Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of Developer.

22.3.3.10 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.4 Termination of Developer for Convenience

22.4.1 District in its sole discretion may terminate the Facilities Lease in whole or in part upon three (3) days written notice to Developer.

22.4.2 Upon notice, Developer shall:

22.4.2.1 Cease operations as directed by the District in the notice;

22.4.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

22.4.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

22.4.3 Within 30 days of the notice, Developer shall submit to the District a payment application for the actual cost for labor, materials, and services

demobilization costs, that is unpaid. Developer shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

22.4.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

22.5 Developer Remedies Upon District Default

22.5.1 Events of Default by District Defined

to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

22.5.1.1 Failure by the District to pay payments required pursuant to the GMP provisions in Exhibit C , and the continuation of this failure for a period of forty -five (45) days.

22.5.1.2 Failure by the District to perform any material covenant,

to re-rent the Project and Site shall vest in Developer as indicated

24. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: _____

If to Developer:

[Developer]
[Address]
Attn: [Name, Title]

With a copy to:

Deidree Sakai, Esq.
Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111

Developer and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

25. Binding Effect

This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and District and their respective successors, transferees and assigns.

26. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

27. Severability

39. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing that obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes, or lockouts, and that non-performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

40. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

[SIGNATURES ON NEXT PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

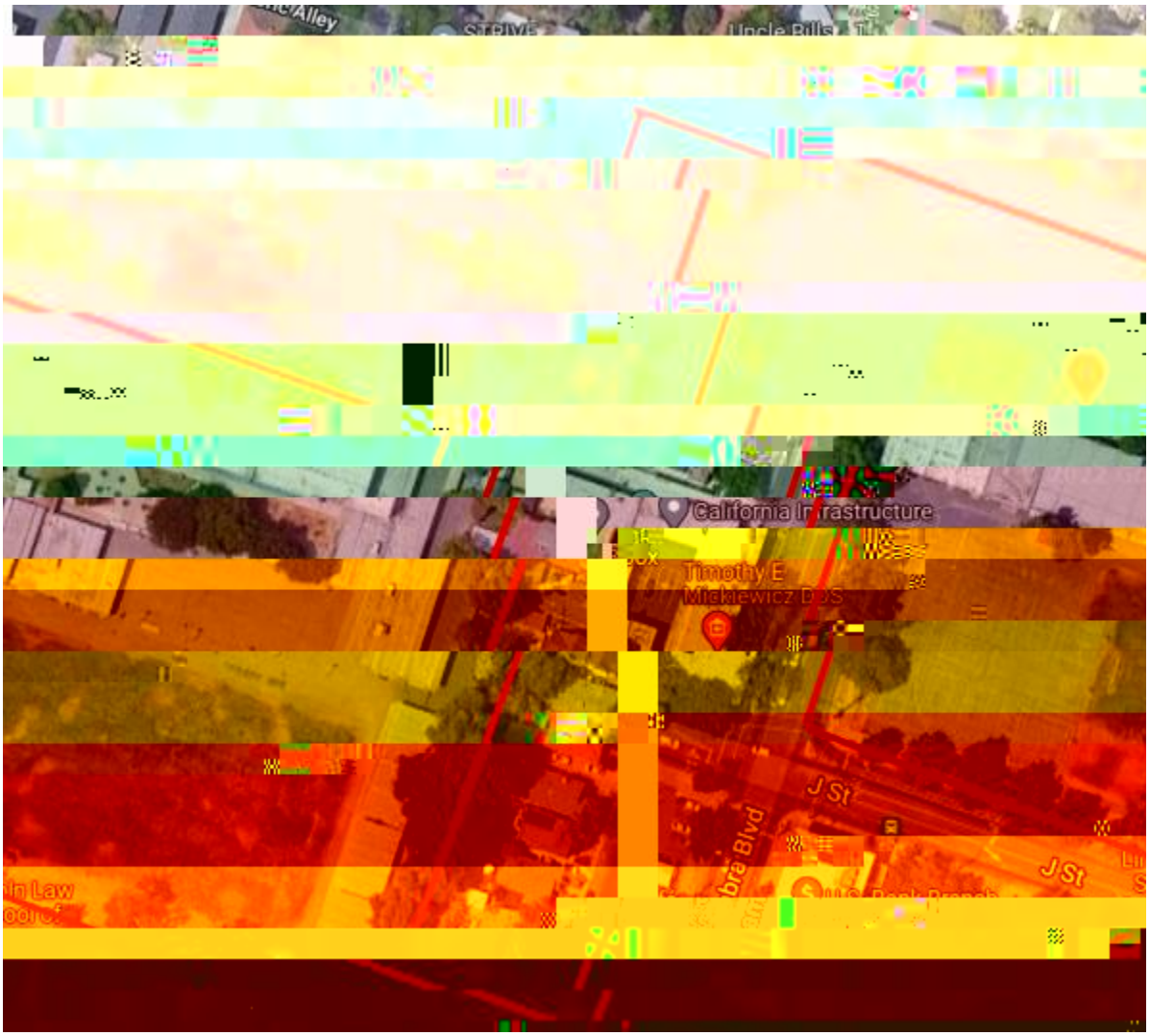
Project: Sutter Middle School Gym HVAC Modernization Project
Recorded Address: 3150 I Street Sacramento, CA 95816
Physical Address: 3150 I Street Sacramento, CA 95816
APN: 007 - 0054 - 001

Beginning at a point marking the intersection of the easterly line of Alhambra Boulevard with the northerly line of "J" Street, of the City of Sacramento; thence from said point of beginning along the northerly line of said J Street South

EXHIBIT B

DESCRIPTION OF PROJECT

Attached is a map or diagram of the Site that is subject to this Facilities Lease and upon which Developer will construct the Project.



# EXHIBIT C

## GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar ($1.00) to the District as consideration for the Site Lease.

2. GuTm9X02 58

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

_____ percent (_____%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of _____ percent (__%) of the Cost of the Work for insurance and _____ percent (__%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Contingency of _____ percent (_____%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

2.1.9.2 The Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingency shall not be used without the agreement of

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including Exhibit C and Exhibit D, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in Attachment 3 to Exhibit C from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (Exhibit G to the Facilities Lease) and pursuant to the provisions in Exhibit D to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4.

Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

To be attached.

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

Amortization Schedule

| | |
|---|---|
| Loan Amount: | $ |
| Interest: | 4.25% Annual |
| Term in Months | 12.00 |
| Payment Frequency | |

EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS
FOR THE FOLLOWING PROJECT:

SUTTER MIDDLE SCHOOL GYM HVAC
MODERNIZATION

BY AND BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

AND

[DEVELOPER]

Dated as of _____ , 20 __

Exhibit D to F

1.1.15.4.11 Tobacco - Free Environment Certification

1.1.15.4.12 Disabled Veterans Business Enterprise Participation Certification (if applicable)

1.1.15.4.13 Roofing Project Certification (if applic able)

1.1.15.4.14 Hazardous Materials Procedures and Requirements

1.1.15.4.15 Hazardous Materials Certification (if applicable)

1.1.15.4.16 Lead - Based Materials Certification (if applicabl e)

1.1.15.4.17 Imported Materials Certification (if applicable)

1.1.15.4.18 Skilled and Trained Workforce Certification

1.1.15.4.19 Project Labor Agreement (if applicable)

1.1.15.4.20 Registered Subcontractors List

1.1.15.4.21 Escrow Agreement for Security Deposits in Lieu of Retention (if used)

1.1.15.4.22 Guarantee Form

1.1.15.4.23 Agreement and Release of Any a nd All Claims

1.1.15.5 All Plans, Technical Specifications, and Drawings

1.1.31 Municipal Separat H 6 W R U P 6 H Z H U 6 \ V W H P R 1 5 A 3 9 3 1 6 3 1 of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man -made channels, and storm drains.

1.1.32 Plans . See ³Drawings ´.

1.1.33 Premises. The real prop erty on which the Site is located.

1.1.34 Product(s). New material, machinery, components, equipment, fixtures and systems fo rming the Work, including existing materials or components required and approved by the District for reuse.

1.1.35 Product Data. Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Develope r to illustrate a material, product, or system for some portion of the Work.

1.1.36 Program Manager. The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Prog ram Manager is designated for the Project that is the subject of the Contract Documents, then all references to Program Manager herein sh all be read to refer to District.

1.1.37 Project. The planned undertaking as provided for in the Contract Documents.

1.1.38 Project , Q V S H F W R U R U ³ , Q V S H F W R U ´ The individual(s) retained by the District in accordancat e th 3-6(n)-5( )-57t thdat cn7(c)-8(o)ashipre /F1 cat n uns, stratin,

1.1.55 Submittal Schedule. The schedule of submittals as provided by Developer and approved by District.

1.1.56 Surety.

1.5.1.1

1.7.2.2

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Developer shall furnish Proje ct Inspector(s) reasonable opportunities f or obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials , including, but not limited to, submission of form DSA 156 (or the most current version applicab le at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect RI WKH :RUN )RUPV DUH DYDLODEOH website RQ at: WKH ' 6 $ ¶ V http://www.dgs.ca.gov/dsa/For

EXHIBIT D TO

6.3.4 ' H Y H O R S Key Personnel shall not be changed except with prior written notice to , and approval by, District .

6.3.5 If any of ' H Y H O R S Key Personnel prove to be unsatisfactory to Developer, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory Key Personnel shall be replaced. However, Developer shall immediately notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of Key Personnel shall be made promptly and must be satisfactory to the District . Deve O R S Key Personnel shall each represent Developer, and all directions given to Key Personnel shall be as binding as if given to Developer.

6.3.6 Developer shall give efficient supervision to Work, using its best skill and attention. Developer shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Developer or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). Developer shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3.7 All contractors doing work on the Project will provide their workers with identification badges. These badges will be worn by all members of the contractor's staff who are working in a District facility.

6.3.7.1 Badges must be filled out in full and contain the following information:

6.3.7.1.1 Name of contractor

6.3.7.1.2 Name of employee

6.3.7.1.3 Contractor's address and phone number

6.3.7.2 Badges are to be worn when Developer or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

6.3.7.3

Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 Developer shall furnish labor that can work in harmony with all other elements of labor emplo yed or to be employed in the Work.

6.4.4 Fingerprinti ng. Developer shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, Subcontra ctor(s), and S X E F R Q W U D F W R U V ¶ Developer shall not permit any employee to have any contact with District pupils until such time as Developer has verified in writing to the governing board of the District, (A) that such employee has not been convi cted of a viol ent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Developer shall fully complete and perform all task s required pur suant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

6.5.1 Developer shall provide on the Site a temporary office.

6.6

Developer's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.7.2.1.1 A brief description of all Work performed on that day.

6.7.2.1.2 A summary of all other pertinent events and/or occurrences on that day.

6.7.2.1.3 The weather conditions on that day.

6.7.2.1.4 A list of all Subcontractor(s) working on that day, including DIR registration numbers, Subcontractor employees working, and hours of work.

6.7.2.1.5 A list of each Developer employee working on that day and the total hours worked for each employee.

6.7.2.1.6 A complete list of all equipment on Site that day, whether in use or not.

6.7.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day, and verification that all materials, supplies, and equipment comply with the Contract Documents and are properly stored.

6.7.2.1.8 A complete list of all inspections and tests performed on that day.

6.7.2.1.9 Daily verification the Project is properly secured from the public and unauthorized entry.

6.7.2.2 (DFK GD\ 'HYHORSHU VKDOO SURYLGH D FRS\ RI WK
Daily Job Report to the District or t KH 'LVWULFW¶V &RQVWUXFWLRQ 0

6.8 Preservation of Records

'HYHORSHU VKDOO PDLQWDLQ DQG 'LVWULFW VKDOO KDYH WKH financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right WR H[DPLQH DQG DXGLW DOO 'DLO\ -RE 5HSRUWV RU RWKHU 3UR project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; and as it pertains to change orders, all books, estimates, records, contracts, documents, cost data, subcontract job cost reports, and other data of Developer, any Subcontractor, and/or supplier, including computations and projections related to estimating, negotiating, pricing, or performing the Work or modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any documents held in escrow by the District. Developer shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Facilities Lease. Notwithstanding the provisions

above, Developer shall provide any r ecords requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Developer shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit

)RUPV DUH DYDLODEOH RQ WKH '6$¶V ZHEV
http://www.dgs.ca.gov/dsa/Forms.aspx.

6.10.2 Developer shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 ( or the most current version applicable at the time the Work is performed ) to the Project Inspector.

6.11 Obtaining of Permits, Licens es a nd Registrations

6.11.1 Developer shall secure and pay for any permits (except DSA) , licenses, registrations, approvals, and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions , Exhibit D -1 , if a ny, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. Developer shall obtain and pay, only when legally required, for all licenses, approvals, registrations, permits, inspections, and inspection certificates required to be obtai ned from or issued by any authority having jurisdiction over any part of the Work included in the Contract Documents. All final permits, licenses, re gistrations, approvals and certificates shall be delivered to District before demand is made for final pay ment. The costs associated with said permits, licenses , registrations, approvals and certificates shall be direct reimbursement items and are not sub ject to any markup.

6.11.2 General Permit For Storm Water Discharges Associated With Construction

6.11.2.3.2 Rain Event Action Plan ( ³REAP´) at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all expo sed portions of the site, if applicable;

6.11.2.3.3 Active Treatment System ( ³ATS´), if applicable; and

6.11.2.3.4 Best management practices ( ³BMPs´).

6.12 Royalties and Patents

6.12.1 Developer shall obtain and pay, when legally required, all royalties and license fees necessary for prose cution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Developer shall defend suits or claims of infringement of patent, copyright, or other righ ts and shall hold the District, Construction Manager and the Architect harmless and indemnify them from loss on account thereof except when a particul ar design, process, or make or model of product is required by the Contract Documents. However, if Develo per has reason to believe that the required design, process, or product is an infringement of a patent or copyright, Developer shall indemnify and def end the District, Construction Manager and Architect against any loss or damage.

6.12.2 The review by the Distric t, Construction Manager or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be o nly as to its adequacy for the Work and shall not constitute approve use by Developer in violation of any patent or other rights of any person or entity.

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Developer shall give all notices and comply with t he following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Developer observes that Drawings and Specifications are at variance with any applicabl e laws, ordinances, rules and regulations, or should Developer become aware of the development of conditions not covered by Contract Documents that ma y result in finished Work being at variance therewith, Developer shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in this Exhibit D for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 1 D W L R Q D O % R D U G R I ) L U H 8 Q G H U Z U L W H U V ¶ 5 H J X C

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, pub lished by A.G.C. of America

E

E

7.7 Developer is solely responsible for settling any differences between Developer and its Subcontractor(s) or between Subcontractors.

7.8 Developer must include in all of its subcontracts the assignment provisions indicated in the Termination section of these Construction Provisions.

8. Other Contracts/Contractors

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Developer shall afford other contractors reasonable oppo rtunity for introduction and storage of their materials and execution RI WKHLU ZRUN DQG VKDOO SURSHUO\ FRRUGLQDWH DQG FRQQHF work of other contractors.

8.2 Developer shall protect the work of any other contractor that Developer encou nters while working on the Project.

8.3 ,I DQ\ SDUW RI 'HYHORSHU¶V :RUN GHSHQGV IRU SURSHU H[H work of District or any other contracto r, Developer shall visually inspect, and with reasonable effort, physically inspect all accessible porti RQV RI 'LVWULFW¶V RU DQ\ F RQ W U D F W R U ¶ V W R R N E E F R R E D G with its Work , promptly report to the District in writing any defects in Distric W¶V RU DQ\ RWKHU FRQWUDFWRU¶V ZRU 'HYHORSHU¶V :RUN XQVXLWDEOH IRU SURSHU H[HFXWLRQ DQG UHV DFFRXQWDEOH IRU GDPDJHV WR 'LVWULFW IRU 'LVWULFW¶V RU DQ Developer failed to inspect or shou OG KDYH LQVSHFWHG 'HYHORSHU¶V IDLO DQG UHSRUW VKDOO FRQVWLWXWH 'HYHORSHU'S WW¶V FW¶V SRUD QH

Exhibit

with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work. ´

9.10 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Developer in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither Developer nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants Developer, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. 'HYHORSHU¶V 6XEPLWWDOV DQG 6FKHGXOHV

'HYHORSHU¶V VXEPLWWDOV the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values.

10.1.1 Developer shall comply with the construction schedule attached to the Facilities Lease as Exhibit F ³&RQVWUXFWLRQ 6FKHGXOH´ >7R EH DW available.]

10.1.2 Developer must provide all schedules both in hard copy and electronically, in a native format (e.g. Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and Developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to discuss with Developer revisions to the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All schedules must be approved by the District before Developer can rely on them as a basis for payment.

10.1.6 Within TEN (10) calendar days after the date of the Notice to Proceed with Construction (unless otherwise specified in the Specifications), Developer shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.6.2.1.10 Ins tallation

10.1.6.2.1.11 Rough - in

10.1.6.2.1.12 Finishes

10.1.6.2.1.13 Testing

10.1.6.2.1.14 Punch list and District acceptance

10.1.6.2.2 And also d ivided by each of the following areas:

10.1.6.2.2.1 Site work

10.1.6.2.2.2 By each phase and/or building , as applicable

10.1.6.2.2.3 By each floor

10.1.6.2.3 The preliminary schedule of values shall not provide for value s any greater than the following percentages of the Contract value:

10.1.6.2.3.1 Mobilization and layout combined to equal not more than 1%.

10.1.6.2.3.2 Submittals, samples and shop drawings combined to equal not more than 3%.

10.1.6.2.3.3 Bonds and insurance combined to equal not more than 2% .

10.1.6.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than 3%.

10.1.6.2.4 Notwithstanding any provision of the Contract

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Developer at its expense. This Work shall be done by a qualified, California-registered civil engineer or licensed land surveyor approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer or licensed land surveyor.

11.4.2 Developer shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of ' H Y H O R S e h o u l d r V negligence in acquainting itself with the conditions at the Site.

11.4.3 Developer shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Developer shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Developer shall provide surveys done by a California-licensed civil engineer or licensed land surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

Developer, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by Developer unless an inquiry identification number has been assigned to Developer or any Subcontractor and Developer has given the District the identification number. Any damages arising from Developer's failure to make appropriate notification shall be at



shall provide surveys

11.12 No Signs

Neither Developer nor any other person or entity shall display any signs not required by

12.5.1.3 Unknown physical conditions at the Project 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 Documents.

14. Warranty/Guarantee/Indemnity

14.1 Warranty/Guarantee

14.1.1 Developer shall obtain and preserve for the benefit of the District, P D Q X I D F W X U H U ¶ V Z D U U D Q W L H V, materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees and warranties required elsewhere, Developer shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of TWO (2) years after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District ¶ V J R Y H U Q L Q J Z U L W L Q J, and of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

14.1.3 If any work is not in compliance with the Drawings and Specifications, Developer shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a TWO (2) year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District.

14.1.4 In the event of failure of Developer and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Developer and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Developer and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.5 If any work is not in compliance with the Drawings and Specifications and if in the opinion of District said defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Developer or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Developer and Surety of the guarantees or warranties provided in this Article or elsewhere in this Contract.

14.1.6 The above provisions do not in any way limit the guarantees or warranties on any items for which a longer guarantee or warranty is specified or on any items for which a manufacturer gives a guarantee or warranty for a longer period. Developer shall furnish to District all appropriate guarantee or

15.2.1.4 Said delay adversely affect the critical path in the Construction Schedule ; and

15.2.2 The number of days of Adverse Weather exceeds the following parameters:

| | | | |
|---|---|---|---|
| January | 7 | July | 0 |
| February | 6 | August | 0 |
| March | 7 | September | 0 |
| April | 4 | | |

Delay within this timeframe, Developer waives, releases, and dis charges any right to assert or claim any entitlement to an adjustment to the Contract Price and/or the Contract Time based on circumstances giving rise to the asserted delay. District shall review t he facts and extent of any delay and shall grant extension (s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not appl y to other portions of Work not so affected. An extension of time may only be granted if Developer has timely submitted the Construction Schedule as required herein.

16.2.2 'HYHORSHU¶V 1RWLFH RI 'HOD\ DQG UHTXHVW IRU D WLP to subparagraph 16. LV D FRQGLWLRQ SUHFHGHQW WR 'HYHORSH and /or entitlement to a claim pursuant to Article 25 of these Construction Provisions. Developer shall notify the District pursuant to the claims provisions in these Construction Provisions of any ant icipated delay and its cause. Following submission of a c laim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event Developer requests an extension of Contract Time for unavoidable delay as set forth in subparagraph 16.2.1, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work , includ ing without limitation, the time requirements set forth in subsection 17.5, below . When requesting time, requests must be submitted with full justification and documentation. If Developer fails to submit justification, it waives its right to a time exten sion at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any request for a time extension must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logi cal ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Developer must show an actual impact to the schedule, after m aking a good faith effort to mitigate the delay by resched uling the work, by providing an analysis of the schedule ³Time Impact $QDO\VLV´ Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critica l dates in the Project schedule. (This information must b

16.3.3.2 Not compensated by the Markup allowed; and

16.3.3.3 Directly result from the extended Contract Time.

16.3.4 Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not s eek or reco ver such costs using formulas (e.g. Eichleay, labor factors).

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activit ies in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or Developer, but its use shall be determined sole ly by the District.

17. Changes in the Work

17.1 No Changes without Prior Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directi ve in advance of the changed Work being performed . No extension of time for performance of the Work shall be allowed hereunder unless a request for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the 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.

17.1.2 Developer shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Developer shall be fully responsible for any and all delays and/or expenses caused by Developer's failure to expediti ously perform this Work.

17.1.3 Should any Change Order result in an increase in the Guaranteed Maximum Price or extend the Contract Time , the cost of or length of extension in

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functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Developer or Subcontractors, and fees for permits and licenses.

17.5.6 Overhead and Profit.

7KH SKUDVH ³2YHUKHDG DQG 3URILW´ VKDOO LQFOXGH LILHOG supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general conditions, field and home office expenses.

17.6 Change Order Certificatio2 0 6144.85 576.a.34 Tm 0 g

17.7.1.2 % \ D P R X Q W V F R Q W D L Q H G L Q ' H Y H O R S H U ¶ V V F K H G
applicable.

17.7.1.3 By agreement between District and Developer.

17.8 Deductive Change Orders

All deductive Change Order (s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the

revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment of the Guaranteed Maximum Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.11.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.12 Force Account Directives

17.12.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by Developer for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.12.2 District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.12.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.12.4 Developer shall be responsible for all costs related to the administration of Force Account Directives. The markup for overheard and profit for Developer modifications shall be full compensation to Developer to administer Force Account Directives, and Developer shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.12.5 Developer shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, Developer shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. Developer will not be compensated for force account work in the event that Developer fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.12.6 Developer shall diligently proceed with the work, and on a daily basis, submit a daily force account report using the Daily Force Account Report form no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The IOR or District representative will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to Developer for its records. The District will not sign, nor will Developer receive compensation

for, work the District cannot verify. Developer will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work

17.12.7 In the event Developer and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, Developer's signed daily report shall be invalid and all previously signed reports shall be invalid.

17.13 Price Request

17.13.1 Definition of Price Request

A Price Request is a written request prepared by the Architect or Construction Manager requesting Developer submit to the District, the Construction Manager and the Architect an estimate of the effect of a proposed change in the Work on the Guaranteed Maximum Price and the Contract Time.

17.13.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Developer to provide the cost breakdowns required. Developer shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, Developer shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records Developer is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Construction Manager and the Architect or the Project Inspector upon request. In the event that Developer fails or refuses, for any reason, to maintain or make available for inspection, records and/or reproducing such records, the District's adjustment to the Guaranteed Maximum Price shall be final, conclusive, dispositive and binding upon Developer.

17.15 Notice Required

If Developer desires to make a claim for an increase in the Guaranteed Maximum Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Developer shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Guaranteed Maximum Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1 The amount paid to the date of the Application for Payment to Developer, to all its Subcontractors, and all others furnishing labor, material, or equip me nt under the Contract Documents.

19.2.1.1.2 The amount being requested under the Application for Payment by Developer on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, an d equipment under the Contract Documents.

19.2.1.1.3 The balance that will be due to each of such entities after said payment is made.

19.2.1.1.4 A certification that the As - Built Drawings and annotated Specifications are current.

19.2.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment.

19.2.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein.

19.2.1.1.7 The additions to and subtractions from the Guaranteed Maximum Price and Contract Time.

19.2.1.1.8 A total of the retentions held.

19.2.1.1.9 Material invoi ces, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time.

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Developer as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.2 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

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comprising the Application for Payment that the Work has progressed to the point indicated and t KDW WR WKH EHVW RI WKH DUFKLWHFW¶V
knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 War ranty of Title

19.3.7.1 If a lien or a claim based on a sto p payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of Developer, Developer and Develope U¶V 6XUHW\ VKDOO SURPS on demand by District a QG DW 'HYHORSHU¶V DQG 6XUHW\¶V RZ take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

19.3.7.2 If Develope r fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such indebtednes s and deduct the amount required therefor, togethe r with any and all ORVVHV FRVWV GDPDJHV DQG DWWRUQH\¶V IHHV DQG suffered by District from any sum payable to Developer under the Contract.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Wi



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19.4.3 Payment After Cure

When Developer removes the grounds for declin ing approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of Developer to perform in accorda nce with the terms and conditions of the Contract Documents.

19.5 Subc ontractor Payments

19.5.1 Payments to Subcontractors

No later than sev en ( 7) days after receipt of any Tenant Improvement Payment, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, Developer shall pay to each Subco ntractor, out of WKH DPRXQW SDLG WR 'HYHORSHU RQ DFFRXQW RI VXFK 6XE the Work, the amount to which said Subcontractor is entitled. Developer shall, by appropriate a greement with each Subcontractor, require each Subcontractor to make payments to its Sub -subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, mone y to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to Developer and Subcontractors and/or m aterial or equipment suppliers. The joint check payees shall be oe

20.3.3.1.4 Electrical c ircuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

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

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors w axed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 *U R X Q G V F O H D U H G R I 'H Y H O R S H U ¶ V H T X L S clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, damaged and broken mat erial replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Developer and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 ' L V W U L F W ¶ V 5 L J K W V W R 2 F F X S D Q F \

The District may occupy or use any completed or partially completed portion of W K H : R U N D W D Q \ V W D J H D Q G V X F K R F F X S D Q F \ V K D O O Q R W Final Acceptance of any part of the Work. Neither the ' L V W U L F W ¶ V ) L Q Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor reli eve Developer R U 'H Y H O R S H U ¶ V 3 H U I R U P D Q F H % R Q G 6 X liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and Developer shall agree in writi ng to the resp onsibilities 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. Any disp ute as to resp onsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desire s to use.

FORTY-EIGHT (48) hours ¶written notice and an opportunity to cure the failure, to Developer, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Developer.

23.3.2 If it is found at any time, before or after completion of the Work, that Developer has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Developer at no additional cost to the District.

23.3.2.2 That the District deduct from any amount due Developer the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the 'LVWULFW KLULQJ LWV RZQ IRUFHV RU DQRWKHU FRQWUDF nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice Developer for the cost of that work. Developer shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Developer.

24. Termination And Suspension

7KH 3DUWLHV¶ ULJKWV WR WHUPLQDWH WKH 3URMHFW DUH DV LQGLFD event of a termination of the Facilities Lease and notwithstanding any other provision in the Contract Documents, the Surety shall remain liable to all obligees under the Payment Bond and to the District under the Performance Bond for any claim related to the Project.

25. Claims Process

25.1 Obligation to File Claims for Disputed Work

25.1.1 Should Developer otherwise seek extra time or compensation for any re DVRQ ZKDWVRHYHU ³'LVSXWHG :RUN´ WKHQ 'HYHORSHU VK procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Developer shall give written notice to District

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Developer a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Developer may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide Developer a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Developer a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

25.5.2.2 Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Dis trict issues its written statement. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven perc ent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the claim, as identified by Developer in writing, shall be submitted to nonbinding mediation, with the District and



Developer

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to Developer within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by Developer to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against Developer.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and Developer.

25.8.1.3.2 The District's written response to the claim, as further documented, shall be submitted to Developer within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by Developer to produce the additional information or6( )ypd

Exhibit

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Developer on the following basis:

26.4.2.1 $ FHUWLILHG FRS\ RI DQ HPSOR\HH¶V abe5 VKDOO E for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request or as required by regulation to a representative of the District, Division of Labor Stan dards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Divi sion of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not bee n provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of prepa ration by Developer, Subcontractors, and the entity through which the request was made. The public shall not be give n access to the records at the principal office of Developer.

26.4.3 Any copy of records made available for inspection as copies and furnished upo n request to the public or any public agency by District, Division of Apprenticeship Standards, Division of Labor Sta ndards Enforcement, or DIR shall be mark ed or obliterated in such a manner as to prevent disclosure of an L Q G L Y L G X D O ¶V Q D P H social security number. The name and address of Developer and the Project

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Developer and its subcontractors shall provide CPRs showing the name, address, social security number, work classification, straight time, and overtime hour s worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or oth er employee employed by the Developer and/or each subcontractor in connection with the Work.

26.5 [Reserved]

26.6 Apprentices

26.6.1 0(i)5(ce)-12(s)] TJ ET Q q 0.00000912 0 612 792 2 g 0 G 5T f 1 0 28 0 612 792 re W* n .000

~~of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or~~

26.7.2.2 ~~Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at~~

and interest in and to all causes of action it may have under Section 4 of the Clayton A ct (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works cont ract or th e subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states in pertinent part:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ( 15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body p urs uant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states in pertinent part:

If an awarding body or public purchasing body receive s, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any por tion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states in pertinent part:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the vi ola tion of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

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28.2

EXHIBIT D - 1

SPECIAL CONDITIONS

1. COVID

Developer shall comply with all applicable federal, state and local laws regarding COVID-19. On August 11, 2021, the California Department of Public Health ("CDPH") issued a new State Public Health Officer Order ("Order") regarding COVID-19 vaccine verification for workers in school districts, affecting District operations. The Order took effect on August 12, 2021, and all affected worksites must be in full compliance with the Order by October 15, 2021. In addition, the District passed Resolution No. 3233 which requires all District contractors who work directly with students or District staff at District facilities after January 31, 2022 to be be fully vaccinated or have submitted a valid exemption to Developer. Accordingly, Developer is required to comply with the following before permitting Developer personnel to work at the Project site:

Developer shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form. The completed COVID-19 Vaccination/Testing Certification Form must be received by the District prior to the Notice to Proceed.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Developer shall only accept the following as proof of vaccination:

(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Developer may accept the documentation presented in (a) through (f) above as valid.

Developer shall have a plan in place for tracking verified Developer personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Developer personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Developer shall ensure that Developer personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who have submitted a valid exemption to vaccination are required to undergo diagnostic screening testing, as specified below:

(a) Developer personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCl8ePr5dsp3.004o ( )-180tr5dsp3.0044.002 (ir)4.

p(ty5l (p-3236.002 (Th2).004 (34r5dsp3.12180.998scre)5quiair (e(is2h)2.994by(t)5 (2s)3.004 (t369.002 (y2335.998U)-

and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Developer's Work, the overtime wages for the custodian will be paid by Developer, unless at the discretion of the District, other arrangements are made in advance.

_____

Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of Developer. Developer agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

_____

Developer is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Developer shall provide temporary services to all facilities interrupted by Developer's Work.

_____.

Developer shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

_____.

Developer shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Developer encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

_____.

Developer affirms that Work may be performed during ongoing instruction in existing facilities. If so, Developer agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Developer and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits

In the event Developer, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Developer shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(ii)(B) or (C), shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Developer shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

That such information is correct and complete.

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly.

That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as speciflass.02 Tf24004 (du)5 (ss.4 & Q5 (

applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Developer will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Developer shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

Developer or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by

No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

Developer or Subcontractors shall be subject to penalty for making false statements as prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

No Developer or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in the foregoing paragraph Developer and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Developer and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Developer or Subcontractor under the Contract or any other Federal contract with the same Developer, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Developer, such sums as may be determined to be necessary to satisfy any liabilities of such Developer or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

Developer or Subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (b)(4) and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts.

Developer shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (b)(4).

*Exhibit D*

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

EXHIBIT F

CONSTRUCTION SCHEDULE

EXHIBIT G

**PROJECT LABOR AGREEMENT**

**for the**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

## PREAMBLE

This Project Labor Agreement is entered into by and between the Sacramento City Unified School District , together with contractors and/or

Sacramento-Sierra Building & Construction Trades Council and the local U

1.8 <u>Master Agreement</u> multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.

1.9 8[00B3}>T8.87 700B3ET0 1 8S233ET0 1 8S23vT³

yards or areas near the Project. This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a provision of a local Master Agreement of the applicable Union(s). On-site construction shall also include the site of any batch plant constructed solely to supply materials to the

2.5.7 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

2.5.8 Non-construction support services contracted by the District or any Contractor in connection with this Project;

2.5.9 All work by employees of the District.

## ARTICLE 3

## SUBCONTRACTING

3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.

3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.

3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to

replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union

C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.

D.

9.3 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident that initiated the alleged

as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

9.4 Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the ated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for

of the Union must comply with the required uniform check-in procedure prior to visiting the work area.

10.4 Each Union shall have the right to designate a working journeyperson as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the empl Contractor and not with the employees of any other Contractor

12.2. Apprentices may comprise up to
time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.

12.3 The parties agree to work with the Construction Technology Academy ("Academy") as set forth in Attachment B in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency.

## ARTICLE 13

## NON-DISCRIMINATION

13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.

13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

## ARTICLE 14

## HOURS OF WORK, SHIFTS AND HOLIDAYS

14.1 The standard work day shall be in accordance witord1 1drm3ll ncognMC /P-9(i00.58 233.45 Tm[( )0 1

14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases

awarded or approved by the Board on or before the date the Agreement terminates.

17.2 At the two year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

[INTENTIONALLY LEFT BLANK]

## SIGNATURES

Sacramento City Unified School District

Signed Signed

Signed Signed

**UNIONS**

Asbestos Workers Local #16

Iron Workers Local #118

**UNIONS**

| | |
|---|---|
| Asbestos Workers Local #16 | Iron Workers Local #118 |
| Bricklayers Local #3 | Laborers Local #185 |
| Boilermakers Local #549 | Operating Engineers Local #3 |
| Cement Masons Local #400 | Plasterers & Cement Masons Local #300 |

Asbestos Workers Local #16

Iron Workers Local #118

Boilermakers Local #549

Operating Engineers Local #3

# UNIONS

# UNIONS

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UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

**UNIONS**

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

## UNIONS

Carpenter Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

# UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Bricklayers Local #3

Laborers Local #185

Bricklayers Local #3

Laborers Local #185

# UNIONS

# ATTACHMENT A

## PROJECT LABOR AGREEMENT

**Project: _____**
**Bid Number _____**

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

1.) It is a Contractor as that term is defined in Section 1.7 of the Sacramento City Unified School District
awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra

Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement

# ATTACHMENT B

## PROJECT LABOR

including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.

(4) **District Staff Training.** The parties have also agreed that the Academy Steering Committee will explore opportunities to utilize construction skills training program, including work site safety and proper use of construction tools, to enhance the skills of District maintenance and construction staff.

Currently being routed for signatures - will replace
with executed copy when available.

# Amendment Extending Term of Project Labor Agreement for the Sacramento City Unified School District

T

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Asbestos, Lead and Mold Laborers Local #67

Laborers Local #185

Boilermakers Local #549

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

Bricklayers Local #3

Operating Engineers Local # 3

Cement Masons Local #400

Plasterers & Cement Masons Local #30

District Council #16 International Union of

_____
Sprinkler Fitters Local #669

_____
Teamsters Local #150

_____
UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355