

High Desert “Partnership in Academic Excellence” Foundation, Inc. dba  
**LEWIS CENTER FOR EDUCATIONAL RESEARCH**

17500 Mana Road, Apple Valley, CA 92307 (760) 946-5414 (760) 946-9193 fax

**Agenda for Special Meeting of the Lewis Center for Educational Research Board  
May 26, 2020 - Public Meeting – 3:00 p.m.**

**NOTICE:** This meeting will be conducted pursuant to the provisions of the Governor’s Executive Order N-29-20 Dated March 17, 2020 and will be held TELECONFERENCE ONLY. If you wish to participate in the meeting, please use the link or telephone number and access code set forth below:

**Join the meeting from your computer, tablet or smartphone at this link:**

<https://global.gotomeeting.com/join/237689933>

**Dial in using your phone:**

United States: [+1 \(872\) 240-3412](tel:+18722403412) Access Code: 237-689-933

If you wish to make a public comment at this meeting, prior to the meeting please complete a “Registration Card to Address the Board” (located on the website) and email it to the Secretary at [lcerboard@lcer.org](mailto:lcerboard@lcer.org). Your comment will be read at the meeting during public comments or as the agenda item is heard.

**1. CALL TO ORDER AND PLEDGE OF ALLEGIENCE:** Chairman

**2. ROLL CALL:** Chairman

**PUBLIC COMMENTS:** Members of the general public may address the Board during Public Comments or as items appearing on the agenda are considered. A time limit of three (3) minutes shall be observed.

**3. ACTION ITEMS:**

- .01 Approve Varteni Krikorian to Serve as a Full Time Multiple Subject 4<sup>th</sup> Grade Teacher on the Academy for Academic Excellence Campus for the 2020/2021 School Year on a Provisional Internship Permit (PIP)
- .02 Approve TSK Agreement (Architectural Services) for AAE Construction Project – Larry Rieder
- .03 Approve Geocon Change Order Request 4 Re: Soil Removal – Larry Rieder
- .04 Approve and Authorize President/CEO to sign the NSLA Grading Work Contracts with Near-Cal Construction in Consultation with Charter School Property Solutions – Larry Rieder
- .05 Approve Term Sheet with Nuveen and LCER Board Bond Financing Resolution 2020-04 Approving (a) the acquisition, financing, renovation, improvement, furnishing, equipping and leasing of real property located at 280 South Waterman Avenue to be Owned by 280 South Waterman Avenue LLC and Leased to “High Desert Partnership in Academic Excellence” Foundation, Inc. for use by NSLA – John Phan and Lisa Lamb
- .06 Approve and Authorize President/CEO to sign the NSLA Guaranteed Maximum Price Agreement with Near-Cal Construction in consultation with Charter School Property Solutions for NSLA Construction Project– Larry Rieder and Lisa Lamb
- .07 Approve BP 3330 – Expenditures and Purchases Revision – David Gruber

**4. DISCUSSION ITEMS:**

- .01 Budget Workshop - Discuss the 2020-21 Budget Draft and Projected Budget Reductions Based on the State’s May Revision – Lisa Lamb and David Gruber

**5. ADJOURNMENT:** Chairman

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 72 hours before the meeting by calling (760) 946-5414 x201. Any written materials relating to agenda items to be discussed in open session are available for public inspection prior to the meeting at 17500 Mana Rd., Apple Valley, CA.

**Lewis Center for Educational Research  
Board Packet Agenda Items  
Meeting Date: May 26, 2020**

**Title:** Request for approval for Varteni Krikorian to serve as a Full Time Multiple Subject 4<sup>th</sup> Grade Teacher on the Academy for Academic Excellence Campus for the 2020/2021 school year on a Provisional Internship Permit (PIP)

**Present As:** Discussion/Action Item

**Background:** Attached is the packet to request approval for Varteni Krikorian to be employed as a Full Time Multiple Subject 4<sup>th</sup> Grade Teacher on the Academy for Academic Excellence campus. Mrs. Krikorian does not have a full teaching credential, so it is being requested that she be approved to work in this position on a Provisional Internship Permit.

Included in this packet is:

1. **Notice of Intent to Employ** – Approved by Lisa Lamb/ LCER CEO, Rebecca McCoy/LCER Credential Analyst. **Requesting approval of the board and signature of Board Chair** (all signatures must be original).
2. **CTC Leaflet CL 856 (supporting documentation)** – explains what a Provisional Internship Permit is and how to obtain it

**Requirements for Issuance**

- A. Bachelors Degree transcripts
- B. CBEST scores
- C. Multiple Subject Provisional Internship Permit Evaluation Worksheet and transcripts
- D. Diligent Job Search
  - a. Proof of distributed job announcements
  - b. Proof of contacting college/university placement centers
  - c. Proof of advertising on the Internet
  - d. Proof of attending a Job Fair

**Fiscal Implications (if any):** None

**Impact on Mission, Vision or Goals (if any):** Maintain compliance

**Recommendation:** Approve

**Respectfully Submitted By:** Stacy Newman, Human Resources Director

# **Lewis Center for Educational Research Academy for Academic Excellence**

17500 Mana Road  
Apple Valley, CA 92307  
<http://www.lewiscenter.org>  
760-946-5414 Fax 760-946-0816



## **Notice of Intent to Employ**

This document is to serve as a Notice of Intent to Employ **Varteni Krikorian** on a Provisional Intern Permit in the open multiple subject 4<sup>th</sup> grade position on the Lewis Center for Educational Research's Academy for Academic Excellence Campus during the 2020/2021 school year through the expiration of the permit.

The "Employer", Lewis Center for Educational Research has conducted a diligent search for a suitable credentialed teacher and/or intern teacher for our Academy for Academic Excellence Charter School, "AAE" through the methods of distributing job announcements, contacting college and university placement centers, and advertising on the internet, and attending one Job Fair, however, a fully qualified candidate has not been found.

**Varteni Krikorian** meets all of the requirements as set forth in the Commission on Teacher Credentialing leaflet CL-856. Further, the Lewis Center Credential Analyst will insure that the outlined employer duties will be met.

\_\_\_\_\_  
Lisa Lamb, CEO  
Lewis Center for Educational Research

05/15/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca McCoy, Credential Analyst  
Lewis Center for Educational Research

05/15/2020

\_\_\_\_\_  
Date

## **Academy for Academic Excellence Board Approval**

The Board hereby approves the issuance of a Provisional Internship Permit for the above listed candidate.

\_\_\_\_\_  
Kevin Porter or Authorized Designee, AAE Chair

\_\_\_\_\_  
Date



State of California  
Commission on Teacher Credentialing  
1900 Capitol Avenue  
Sacramento, CA 95811-4213  
Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## PROVISIONAL INTERNSHIP PERMIT

The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found.

In addition, individuals who previously passed subject matter exams in an area other than an NCLB core academic subject area may now find they are unable to enter an intern program to obtain the preliminary education specialist credential. Persons in this circumstance may also be issued the PIP to allow time for them to complete subject matter in an NCLB core academic subject area.

The PIP is only available at the request of an employing agency. Individuals may not apply directly to the Commission for this document. Holders of the PIP are restricted to service with the employing agency requesting the permit. An employing agency is defined as a California public school district, county office of education, nonpublic, nonsectarian school and agency as defined in Education Code sections 56365 and 56366, charter school, or statewide agency.

The PIP is available in the areas of Multiple Subject, Single Subject, and Education Specialist. Individuals who were issued four or fewer Long-Term Emergency Permits may be issued one PIP as long as the employer requirements have been met. Individuals who were issued five Long-Term Emergency Permits do not qualify for the PIP.

### Requirements for Issuance

1. Possession of a baccalaureate degree or higher from a regionally-accredited college or university
2. Satisfy the basic skills requirement. See Commission leaflet [CL-667](#), entitled *Basic Skills Requirement* for additional information.
3. Successful completion of course work for the permit type requested, as specified below:

**Single Subject:** A degree major in the subject area or at least 18 semester units, or 9 upper division semester units, of course work in the subject to be listed on the permit.\*

For a permit in one of the science subjects, at least nine semester units must be in the specific science area. For a permit in Foundational-Level General Science, an individual has two options. First is to verify a bachelor's or higher degree in science. This includes biological science, chemistry, geoscience, physics, and science areas that fall within these broad categories such as anatomy, earth science, and oceanography. This does not include a degree in health science. Second is to verify 18 semester units (or nine upper division semester units) across the four science areas of biological science, chemistry, geosciences, and physics. A minimum of one course in each of the four areas is required.

The statutory subjects available for Single Subject Provisional Internship Permit are as follows:

Agriculture	Physical Education
Art	Science: Biological Sciences
Business	Science: Chemistry
English	Science: Geosciences
Foundational-Level General Science	Science: Physics
Foundational-Level Mathematics	Social Science
Health Science	World Language: English Language
Home Economics	Development
Industrial and Technology Education	World Languages-Languages other
Mathematics	than English ( <a href="#">specify</a> )
Music	

**Multiple Subject:** A degree major in liberal studies or 40 semester units including 10 semester units of course work in each of at least four of the following subject areas or at least 10 semester units of course work in each of three of the subject areas and an additional 10 semester units in a combination of two of the remaining subject areas.\* Subject areas include language studies, history, literature, humanities, mathematics, the arts, science, physical education, social science, and human development.

**Education Specialist:** Complete the requirements for the Single Subject or Multiple Subject as listed above, or verify a minimum of three years of successful full-time classroom experience, or the equivalent in part-time experience, working with special education students (experience as an aide is acceptable) or verify a minimum of nine semester units of course work in special education or in a combination of special education and general education.\*

Areas of specialization for the Education Specialist PIP include:

Mild/Moderate Disabilities	Deaf and Hard of Hearing
Moderate/Severe Disabilities	Physical and Health Impairments
Visual Impairments	Language and Academic Development

The PIP may not be issued in the specialty area of Early Childhood Special Education alone as subject matter competence is not required for the issuance of a credential.

*All course work must meet the following criteria:*

- Must be completed at a regionally-accredited college or university
- Must be baccalaureate degree-applicable (non-remedial)
- Must be earned with a “C” grade or higher (“Pass” and “Credit” grades meet this requirement)

\* *Individuals who were previously issued an emergency permit in the same subject area of the requested PIP will not be required to submit verification of this requirement. If the subject matter requirement for the emergency permit was met by passage of all appropriate subject matter examinations, the individual will not qualify for the PIP.*

4. The employing agency must verify all of the following on the form entitled *Verification of Requirements for the Provisional Internship Permit* (form CL-857) with each request for the Provisional Internship Permit:
  - A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern teacher. Diligent search must include, but is not limited to, distributing job

announcements, contacting college and university placement centers, and advertising in print or electronic media. Copies of all recruitment efforts must be submitted with the application packet.

- The employer has provided orientation, guidance and assistance to the permit holder
- The employing agency will assist the permit holder in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
- The employing agency will assist the permit holder to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
- The candidate has been apprised of steps to earn a credential and enroll in an intern program
- The employing agency will ensure a notice of intent to employ the applicant in the identified position has been made

Public school districts must present this notice to the governing board in a public meeting with a signed statement from the superintendent, or his or her designee, and verification that the item was acted upon favorably. **This must be an action item on the agenda and not part of the consent agenda.** A copy of the agenda item must be submitted with the application packet.

County offices of education, nonpublic, nonsectarian schools and agencies as defined in Education Code sections 56365 and 56366, statewide agencies, and charter schools must submit a copy of the dated public notice that was posted 72 hours prior to the position being filled.

5. Completed application (form 41-4), processing fee, and if not previously submitted, a completed Live Scan receipt (form 41-LS)

### One-Time Renewal

For a PIP initially issued **before October 1, 2013**, the employing agency may request a one-time only renewal if the holder has taken but not passed **all** the subject matter examinations appropriate to the credential that authorizes the service listed on the permit.\* The holder of an Education Specialist PIP must take all appropriate subject matter examinations as determined by the recommending college or university. The renewal packet should include an application ([form 41-4](#)), a new Verification of Requirements for the Provisional Internship Permit (form CL-857) including all appropriate documentation, and [current processing fee](#).

- ▶ *If the holder has passed all appropriate subject matter exams, he or she should contact a California college or university or school district with a [Commission-approved intern program](#) regarding enrollment.*

- \* The last date to submit an application for the Provisional Internship Permit in one of the Specialized Science content areas was January 1, 2015. The Provisional Internship Permit (only those initially issued prior to October 1, 2013) can no longer be reissued in one of these content areas.

Individuals may have been issued one Education Specialist PIP and during its term passed subject matter exams in an area other than an NCLB core academic subject area. As a temporary policy, the Commission allowed these persons to renew the Education Specialist PIP for another year to allow time to complete

subject matter in an NCLB core academic subject area. This policy ended July 1, 2012. NCLB core academic single subject areas include:

- ❖ Art
- ❖ English
- ❖ Foreign Language
- ❖ Mathematics, including Foundational-Level Mathematics
- ❖ Music
- ❖ Science, including Foundational-Level General Science and Specialized Science
- ❖ Social Science

In addition, the elementary level is an NCLB Core Academic Subject Area which may be demonstrated in California by passing the appropriate Commission-approved examinations for the Multiple Subject Credential.

### **Authorization**

The Multiple Subject PIP authorizes the holder to teach in a self-contained classroom such as the classrooms in most elementary schools. However, a teacher authorized for multiple subject instruction may be assigned to teach in any self-contained classroom (preschool, K-12, or in classes organized primarily for adults). In addition, the holder of a Multiple Subject PIP may serve in a core or team teaching setting.\*

The Single Subject PIP authorizes the holder to teach the specific subject(s) named on the credential in departmentalized classes such as those in most middle schools and high schools. However, a teacher authorized for single subject instruction may be assigned to teach any subject in his or her authorized fields at any grade level (preschool, grades K-12, or in classes organized primarily for adults).\*

The Education Specialist PIP authorizes the holder to teach in the area of specialization listed on the credential in the following settings: special day classes, special schools, home/hospital settings, correctional facilities, nonpublic, nonsectarian schools and agencies as defined in Education Code sections 56365 and 56366, and resource rooms.\*

\* *All PIPs are issued with an English learner authorization. This authorization allows the holder to teach English language development (also known as English as a Second Language or ESL) and specially designed academic instruction delivered in English (SDAIE) in the specified grade level(s) and settings.*

### **Bilingual Authorizations**

Bilingual Authorizations may be requested by the employing agency and added directly to a PIP document if target-language proficiency has been verified. Additional information may be found in [Coded Correspondence 10-07](#).

Individuals may verify target-language proficiency by one of the following methods:

- Pass Test II or III (depending on the specific language) of the CSET: World Languages Examinations in the target language. Passing exam scores are valid for five years from the individual test date.
- If Test II or III of the CSET: World Languages Examination is not available, pass an assessment performed by an approved organization covering the integrated communication skills of listening, speaking, reading and writing in the target language

- Pass an assessment covering the integrated communication skills of listening, speaking, reading and writing administered by a California college or university as a part of its Commission-approved bilingual authorization program in the target language
- Possess a valid, non-emergency California Single Subject or Standard Secondary Teaching Credential with a major in the target language
- Possess a three-year or higher degree from a foreign institution in which all instruction was delivered in the target language. The foreign institution must be equivalent in status to a regionally-accredited institution of higher education in the United States.

**Period of Validity**

The PIP will be issued for one year.

*Reference: Title 5, California Code of Regulations, Section 80021.1*





## Multiple Subject Provisional Internship Permit Evaluation Worksheet

Name: VARTENI KRIKORIAN Degree Major: BUSINESS ADMIN

Must have either a degree major in liberal studies or 40 semester units including 10 semester units of course work in each of at least four of the following subject areas or at least 10 semester units of course work in each of three of the subject areas and an additional 10 semester units in a combination of two of the remaining subject areas.

*All course work must meet the following criteria:*

- Must be completed at a regionally-accredited college or university
- Must be baccalaureate degree-applicable (non-remedial)
- Must be earned with a "C" grade or higher ("Pass" and "Credit" grades meet this requirement)

LANGUAGE STUDIES (Literature, Composition, Foreign Language, Language Acquisition, Speech, Linguistics, English)	Grade	Qtr	Sem	LITERATURE (American, Foreign)	Grade	Qtr	Sem
COMP105 - COMPOSITION I	C		3				
COMP106 - COMPOSITION II	C		3				
MCL112 - ARMENIAN II	A		4				
<b>HISTORY</b>				<b>SOCIAL SCIENCE</b> (History, Government, Geography, Economics, Political Science, Sociology, Anthropology, Psychology)			
				SOC200 - INTRO TO SOCIOLOGY	C-		3
				POL101 - INTRO TO AM. GOVERNMENT	A-		3
				ECON201 - PRIN: MACROECON	C		3
				ECON202 - PRIN: MICROECON	C+		3
				HIS111 - AMERICAN PAST	B-		3
<b>MATHEMATICS</b>				<b>SCIENCE</b> (Biology, Chemistry, Physics, Geosciences)			
MATH113 - CALC I BUS & SCI.	B		4	ESCI275 - INTRO TO ENV SCIENCE	B		3
				NSCI 121 - MATTER ENERGY, LIFE	C-		4
<b>HUMANITIES</b> (Art, Music, Dance, Classics, Comparative Arts, Comparative Literature, Ethics, Logic, Philosophy, Foreign Languages, Ethnic Studies, Linguistics)				<b>VISUAL/PERFORMING ARTS</b> (Art, Music, Dance, Aesthetics, Criticism, Drama, Production)			
ARBC101 - BEGINNING ARABIC I	A		4				
ARBC102 - BEGINNING ARABIC II	A		4				
PHIL100 - INTRO TO PHILOSOPHY	C		3				
MHIS 100 - INTRO TO MUSIC MASTERPIECES	C+		3				
<b>PHYSICAL EDUCATION</b> (Physical Fitness and/or Movement Skills, Recreation, Sports)				<b>HUMAN DEVELOPMENT</b> (Intellectual, Social, Physical, Emotional and/or Moral Development During Childhood and Adolescence, Health Science, Nutrition, Psychology)			

Student ID: 63105208

JTC:

Date of Birth: 20-JUN-1978

Date Issued: 06-ATG-2014

Record of: Varteni Krikorian  
 Current Name: Varteni Krikorian  
 16284 Kamana Rd  
 Apple Valley, CA 92307

Page: 1

Issued To: Varteni Krikorian  
 16284 Kamana Rd  
 Apple Valley, CA 92307

Course Level: Undergraduate

College: School of Management  
 Major: Management

College: School of Management  
 Major: Finance

ee Awarded: Bachelor of Business Admin 01-MAY-2001  
 hrs: 126.00 GPA-Hrs: 132.00 QPts: 347.40 GPA: 2.63  
 Major: Management  
 Finance

Internship Certificate  
 01-MAY-2001

Subj No. COURSE TITLE CRED GRD PTS R  
 Fall 1997  
 Transferred to School of Management upon  
 Administrative Reorganization 09-97  
 School of Management  
 Prebusiness

EGEN 202  
 HST 111  
 MHS 100  
 Hrs: 3.00 GPA-Hrs: 6.00 QPts: 12.30 GPA: 2.05

Summer 1997  
 Coll of Arts, Sciences & Letters  
 Prebusiness

EGEN 202  
 HST 111  
 MHS 100  
 Hrs: 3.00 GPA-Hrs: 6.00 QPts: 12.30 GPA: 2.05

Winter 1998  
 School of Management  
 Prebusiness

EGEN 202  
 HST 111  
 MHS 100  
 Hrs: 3.00 GPA-Hrs: 6.00 QPts: 12.30 GPA: 2.05

Summer 1998  
 School of Management  
 Prebusiness

EGEN 202  
 HST 111  
 MHS 100  
 Hrs: 3.00 GPA-Hrs: 6.00 QPts: 12.30 GPA: 2.05

Fall 1998  
 School of Management  
 Prebusiness

EGEN 202  
 HST 111  
 MHS 100  
 Hrs: 3.00 GPA-Hrs: 6.00 QPts: 12.30 GPA: 2.05

EGEN 202  
 HST 111  
 MHS 100  
 Hrs: 3.00 GPA-Hrs: 6.00 QPts: 12.30 GPA: 2.05

ISSUED TO STUDENT

Verified Official Transcript

Verified By: *[Signature]*  
 Date: *[Signature]*

REJECT DOCUMENT IF SIGNATURE IS DISTORTED

Janice L. Lewis-Boyd, University Registrar



Student ID: 63105208  
 Record Of: Vartena Krikorian  
 Level: Undergraduate

UIC:

Date of Birth: 20-JUN-1978

Date Issued: 06-ADG-2014

Page: 2



Term Information continued:

Institution Information continued:

SUBJ NO.	COURSE TITLE	CRED GRD	PTS R	SUBJ NO.	COURSE TITLE	CRED GRD	PTS R
BE 353	Bus Conditions and Capital Mkt	3.00 A-	11.10	BI 350	Business Internship	3.00 S	0.00
COMP 106	Composition II	3.00 C	6.00 I	IB 441	International Financial Mgmt	3.00 C+	7.20
ECON 202	Prin: Microeconomics	3.00 C+	7.20 I		Ehrs: 6.00 GPA-Hrs: 3.00 QPts: 7.20 GPA: 2.40		
354	Behavior in Organization	3.00 B	9.00				
	Ehrs: 12.00 GPA-Hrs: 12.00 QPts: 33.30 GPA: 2.77						
Winter 1999	School of Management			BI 450	Business Internship II	3.00 S	0.00
Prebusiness				FIN 407	Investment Fundamentals	3.00 C+	7.20 I
ACC 299	Managerial Accounting	3.00 B	9.00 I		Ehrs: 6.00 GPA-Hrs: 3.00 QPts: 7.20 GPA: 2.40		
DS 300	Quantitative Model and Anlys I	3.00 B	9.00				
HRM 405	Human Resource Policy/Adm	3.00 C-	5.10				
MIS 120	Fundamentals of Info Systems	3.00 B-	8.10 I				
MKT 352	Mktg Principles and Policies	3.00 B	9.00				
	Ehrs: 15.00 GPA-Hrs: 15.00 QPts: 40.20 GPA: 2.68						
Summer 1999	School of Management			OM 400	Intro to Operations Management	3.00 B-	11.10
Management					Ehrs: 12.00 GPA-Hrs: 12.00 QPts: 35.40 GPA: 2.95		
FIN 401	Corporate Finance	3.00 B-	8.10				
FIN 445	Corporate Fin Models and Applis	3.00 B	9.00				
LE 452	The Legal Environment of Bus	3.00 A-	11.10				
MIS 310	Info Systems in Management	3.00 C+	7.20				
	Ehrs: 12.00 GPA-Hrs: 12.00 QPts: 35.40 GPA: 2.95						
1999	School of Management						
Management							
ACC 358	Financial Reporting	3.00 A	12.00				
ARBC 101	Beginning Arabic I	4.00 A	16.00				
BPS 451	Bus Pol: Integer and Simulation	0.00 W	0.00				
FIN 407	Investment Fundamentals	3.00 B	0.00				
FIN 443	Com Bank: Functn and Operatns	3.00 B+	10.20				
	Ehrs: 10.00 GPA-Hrs: 13.00 QPts: 38.20 GPA: 2.93						
Winter 2000	School of Management						
Management							

\*\*\*\*\* CONTINUED ON NEXT COLUMN \*\*\*\*\*

ISSUED TO STUDENT  
 Verified By: [Signature]  
 Date: [Date]

REJECT DOCUMENT IF SIGNATURE IS DISTORTED

Janice L. Lewis-Boyd, University Registrar



**CBEST**<sup>®</sup>**CALIFORNIA BASIC  
EDUCATIONAL SKILLS TEST™**TEST DATE: 05/03/14  
SSN: XXX-X3-4216  
ID#: 41658011VARTENI KRIKORIAN  
16284 KAMANA RD.  
APPLE VALLEY, CA 92307**Reading Section** Scaled Score: 51

# of Items	Skill Area	Performance Indicators
11-20	Critical Analysis and Evaluation	+++
21-30	Comprehension and Research Skills	+++

**Mathematics Section** Scaled Score: 58

# of Items	Skill Area	Performance Indicators
11-20	Estimation, Measurement, and Statistical Principles	++++
11-20	Computation and Problem Solving	++++
11-20	Numerical and Graphic Relationships	+++

**Writing Section** Scaled Score: 41

## Performance on Topic 1:

Your topic 1 essay met or exceeded the minimum standard.

## Performance on Topic 2:

Your topic 2 essay met or exceeded the minimum standard.

**Cumulative Status: Highest Results**

Section	Highest Score	Test Date
Reading	51	05/14
Mathematics	58	05/14
Writing	41	05/14

Total Passing Score: 150  
CBEST Status: **PASSED**Your scores will be sent to the following:  
Commission on Teacher Credentialing

For privacy/confidentiality reasons, only the last five digits of your Social Security Number are reported.



This barcode contains unique candidate information

**CALIFORNIA BASIC EDUCATIONAL SKILLS TEST™ (CBEST)****Permanent Passing Status Verification**

VARTENI KRIKORIAN

TEST DATE: 05/03/14

ID#: 41658011

SSN: XXX-X3-4216

**CALIFORNIA BASIC EDUCATIONAL SKILLS TEST™ (CBEST)****Passing Status Transcript Copy**

VARTENI KRIKORIAN

TEST DATE: 05/03/14

ID#: 41658011

SSN: XXX-X3-4216

This transcript copy is for your use and may be sent to any agency requiring CBEST verification.

**CALIFORNIA BASIC EDUCATIONAL SKILLS TEST™ (CBEST)****Passing Status Transcript Copy**

VARTENI KRIKORIAN

TEST DATE: 05/03/14

ID#: 41658011

SSN: XXX-X3-4216

This transcript copy is for your use and may be sent to any agency requiring CBEST verification.



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## VERIFICATION OF REQUIREMENTS For the Provisional Internship Permit

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant VARTENI KRIKORIAN

SSN [REDACTED]

Name of Employing Agency ACADEMY FOR ACADEMIC EXCELLENCE

County/District/CDS Code 3675077 3631207

- Multiple Subject
- Single Subject - Specify subject(s): \_\_\_\_\_
- Education Specialist - Specify specialty area(s): \_\_\_\_\_

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

**Required** recruitment methods (provide photocopies of **all** of the following 3 methods):

- Distributed job announcements ✓
- Contacted college or university placement centers ✓
- Advertised on the Internet

**Optional** recruitment methods (in addition to the required methods above):

- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted California teacher recruitment centers
- Advertised in local/national newspapers
- Other (explain) \_\_\_\_\_

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit

3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

- Public School District**  
 Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

**County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools**

Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

- 4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
- 5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
- 6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

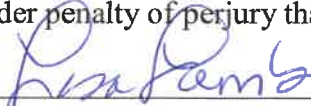
I understand that I must complete core academic area subject matter to enroll in an intern program for the Education Specialist Instruction Preliminary Credential (academic areas include art, English, foreign language, mathematics, music, science, social science, and multiple subjects)

Applicant Signature 

**Employing Agency Certification**

This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature 

Title CHIEF EXECUTIVE OFFICER (CEO)

Date 05/15/2020



# Proof of Distribution of Job Announcements

## Rebecca McCoy

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**From:** Rebecca McCoy  
**Sent:** Monday, March 02, 2020 9:05 AM  
**To:** AAE Staff; NSLA Staff  
**Subject:** Certificated Staff Recruiting - 2020/2021  
**Attachments:** Resignation - Retirement Notification.pdf; image003.png

LCER Staff,

It is the time for Human Resources to start our Certificated Staff recruiting for the upcoming school year! Our HR team and many of our administrators will be attending job fairs that focus on certificated staff over the next couple of months, so we have added several Job Postings to Edjoin. Some of these Job Postings are in response to feedback that we have received through the Intent to Return email that was sent in mid-January. The Job Postings are done so we can start a collection applications for potential 2020/2021 school site needs.

Please remember, HR does not intend to make job offers to fill positions until we receive official notification that a staff member is not returning. For resignations/retirements, we request that the attached form be filled out and returned to HR promptly! This way we can insure that we are able to fill positions with the best possible candidate for our students, rather than waiting until the last minute when candidates are in short supply.

For current Lewis Center employees interested in applying for any of the positions listed below, please **review the full job description on Edjoin and submit a detailed letter of interest highlighting your qualifications** for the position to [HR@lcer.org](mailto:HR@lcer.org). If someone you know may be interested and qualified for any of the positions below, direct them to [www.Edjoin.org](http://www.Edjoin.org) and they will use the keyword "Lewis Center" or you can send them the links below so they can apply:

### **AAE**

School Psychologist  
Teacher on Assignment (TOA) – Instruction Specialist  
Education Specialist – Mild/Moderate  
Elementary Teacher (grades K-2) Applicant Pool  
Elementary Teacher (grades 3-5) Applicant Pool  
Math Teacher – Middle School  
PE Teacher

### **NSLA**

School Psychologist  
Elementary Spanish/English Dual Immersion Teacher (TK-5)

*Thank you,  
Rebecca McCoy  
Human Resources  
Lewis Center for Educational Research  
17500 Mana Road  
Apple Valley, CA 92307  
Phone 760-946-5414 ext. 294*

## Rebecca McCoy

---

**From:** rmccoy@lcer.org  
**Sent:** Wednesday, April 29, 2020 8:01 PM  
**To:** Rebecca McCoy  
**Subject:** [SPAM] LCER Employment Opportunities - AAE Campus

**Importance:** Low

Dear Rebecca McCoy,

**This email is being sent to all recent Edjoin applicants matching the credentialing search criteria for an open Elementary Teacher Applicant Pool posting with the Lewis Center for Educational Research (LCER).** We would like to take a moment and introduce our organization.

### Links:

<https://www.edjoin.org/Home/DistrictJobPosting/1281759>

<https://www.edjoin.org/Home/DistrictJobPosting/1281764>

### **ABOUT THE LEWIS CENTER FOR EDUCATIONAL RESEARCH:**

The Lewis Center for Educational Research's mission is to ensure that our schools and programs prepare students for success in a global society through data-driven, innovative and research-proven practices in a safe and inclusive culture.

LCER is a non-profit 501(c)(3) educational organization that operates two charter schools: Academy for Academic Excellence ("AAE") in Apple Valley, a TK-12 college-preparatory program with a STEAM emphasis, and Norton Science and Language Academy ("NSLA") in San Bernardino, a TK-8 Spanish/English Dual Immersion model school with a STEAM emphasis. The LCER's unique partnership with NASA/JPL on the GAVRT Radio Astronomy Project has reached more than 600 teachers and 50,000 students around the world in ongoing science campaigns. LCER also operates a number of historical and STEM local outreach programs from their replica pioneer town, Mineral City, and at the Apple Valley Center for Innovation (an informal education STEM Center in partnership with AVUSD).

LCER is governed by a Board, which is comprised of up to nine (9) volunteers representing businesses, education and parents within the community in which the LCER and its programs operate. The Board members meet monthly. The CEO is a non-voting member of the Board and answers directly to the Board. All employees of LCER, to include its two schools and all programs, work under the direction of the CEO and the oversight of LCER Board.

LCER provides administrative oversight and support for its two charter schools and programs in the following areas: finance, assessment and evaluation, technology, human resources, facilities, special education and curriculum support. LCER Executive Team, comprised of the CEO, LCER departmental directors and Principals, meets weekly to ensure the administration, supervision and implementation occurs across the organization. LCER promotes, supports, and services the educational needs of students, teachers, and community members.

LCER partners with public or private organizations and individuals in order to implement research-based programs for its laboratory schools and educational programs. Some of the partnerships include the United States Air Force JROTC, National Aeronautics and Space Administration, Jet Propulsion Laboratory, the International Association of Laboratory Schools, California Charter Schools Association, California Association of Bilingual Educators, Kelly Space & Technology, Apple Valley Unified School District, San Bernardino County Superintendent of Schools, Victor Valley College, University of Redlands, University of California, Riverside, Cal State University of San Bernardino, and Loma Linda University.

#### **ACADEMY FOR ACADEMIC EXCELLENCE:**

The mission of AAE is to prepare students for post-secondary success through a relevant, rigorous college-preparatory education. AAE is an independent, direct-funded public transitional kindergarten through 12th grade charter school, serving a population of approximately 1450 students within Apple Valley and neighboring communities. The campus is located on 150 acres of Mojave River wild lands and is an outdoor laboratory where students study ecology and wildlife. AAE's charter was first granted in 1997 by the AVUSD and was renewed in 2015.

AAE is committed to high levels of learning for all students. A strong emphasis on academic rigor, content relevance and teacher-practitioner research has allowed AAE to develop many best practices to the benefit of students and staff. AAE maintains high academic and behavioral standards, and stresses both academic skills and a broad understanding of content knowledge. AAE uses teaching techniques and strategies that are tested and refined in a standards-based educational program. A cornerstone of the AAE philosophy is maintaining a strong connectedness between parents, students and the school.

AAE is accredited by the Western Association of Schools and Colleges ("WASC"). In 2006-2007, AAE was recognized as a California Distinguished School and a Certified Charter School. AAE has consistently demonstrated strong academic performance at all levels and received the Silver award for best high school by the U.S. News & World Report.

Proof of  
Contacting  
College/  
University  
Placement  
Centers

## #3746396 Elementary Teacher Applicant Pool (Upper Grades 3-5)

[Job Details \(/jobs/3746396\)](#) [Edit \(/jobs/3746396/edit\)](#) [Applicants \(/jobs/3746396/applicants\)](#)

**Job** [Preview job posting \(/jobs/3746396/edit?initial\\_page=4\)](#)

[Edit Details \(/jobs/3746396/edit\)](#) [Expire Job](#)

[Duplicate job \(/jobs/3746396/duplicate?job\\_id=3746396\)](#)

### Applicants

[Review 0 Applicants \(/jobs/3746396/applicants\)](#)

[View profiles and download application documents.](#)

School	Applications	Last Update	Status	Comments	
Azusa Pacific University	0	Approved 5 days ago	Approved	0	≡
Biola University	0	Approved 5 days ago	Approved	0	≡
California Baptist University	0	Approved 5 days ago	Approved	0	≡
California College of the Arts	0	Approved 5 days ago	Approved	0	≡
California Polytechnic State University – San Luis Obispo	0	Declined 5 days ago	Declined	1	≡
California State Polytechnic University-Pomona	0	Approved 4 days ago	Approved	0	≡
California State University Chico	0	Approved 5 days ago	Approved	0	≡
California State University, Dominguez Hills	0	Approved 5 days ago	Approved	0	≡
California State University, East Bay	0	Declined 5 days ago	Declined	0	≡
California State University, Northridge	0	Requested 5 days ago	Pending	0	≡

< 1 / 5 >

[Elementary Teacher Applicant Pool \(Upper Grades 3-5\)](#)  
(/employers/115559) [Lewis Center for Educational Research \(/employers/115559\)](#)

[Favorite Job](#)

### About this Job



#### CERTIFICATED JOB POSTING:



**Job Title:** Elementary Teacher Applicant Pool (Upper Grades 3-5)

**Closing Date:** Open Until Filled

**Salary:** \$48,534.75-\$101,775.90/year (Class I/Step 1 – Class IV/Step 30), Salaried/Exempt

(231) Elementary Teacher Applicant Pool (Upper Grades 3-5) | Lewis Center for Educational Research | Handshake

Salary (exempt) class placement on the certificated pay scale is consistent with the position's minimum requirement for education. LCER will transfer in up to 10 years of full time teaching experience from an accredited public or private school.

**Work Days:** 185 days

**Starting Date:** 2020/2021 School Year - 07/01/2020

This posting is to create a Applicant Pool for potential vacancies for the 2020/2021 school year in the grade levels 3rd - 5th Grade

**MISSION STATEMENT:**

The mission of the Lewis Center for Educational Research ("LCER") is to ensure student success in a global society through data driven and research-based schools and programs that are safe, innovative and culturally inclusive. LCER offers exciting and immediate opportunities for dedicated teachers seeking to work with students in a collaborative and rigorous learning environment.

**TOTAL COMPENSATION RANGES FROM \$77,227.05 to \$141,648.80 per ANNUM**  
The compensation information provided is a sample range and is subject to change  
(Total Compensation Includes Salary, Health and Welfare Benefits, Retirement and Other Costs)  
LCER Offers STRS and PERS Retirement Benefits

**Health/Welfare Benefits**

**Retirement**

**Paid Time Off**

**Additional Benefits**

- Excellent PPO & HMO medical, dental & vision coverage
  - Premium subsidies up to \$18,500 annually
- Life insurance (\$50,000) for employee fully paid for by the LCER
  - Long/short term disability offerings
- STRS Retirement for eligible members
- PERS Retirement for eligible members
- STRS/PERS service credit transferrable for eligible members
  - Supplemental retirement offerings
- Sick leave transferrable for eligible employees
- 10 days (up to 80 hours) of sick leave frontloaded per year with no maximum cap on carryover of which 7 days (up to 56 hours) can be used for Personal Necessity Leave
  - Paid differential pay for employee's illness
- Professional development
- Classroom support from IA, SPED Director, RN, etc.
  - Flexible spending and dependent day care
- Leaves of absence such as Family Medical Leave, etc.

**DESCRIPTION:**

**ELEMENTARY TEACHERS** instruct in a self-contained classroom of up to 30 students. Hands-on instruction (experiential learning) and innovative ideas are encouraged. The Elementary Teacher will offer input regarding curricular decisions, attend monthly department meetings, communicate regularly with parents regarding students' progress, and work with parents to offer advice and support, and may be asked to conduct parent workshops.

**ESSENTIAL JOB DUTIES:**

- Teach self-contained elementary grade level class; classes will provide hands-on resources, technology, group interaction and delivery of key concepts
- Develop and teach from written lesson plans to assist students in mastering key concepts
- Grade labs, homework and other assessments
- Maintain student attendance and progress records
- Communicate with all parents on a regular basis regarding each student's academic progress, including parent conferences
- Participate in IEP's as needed
- Act as a liaison among instructors, parents and support staff
- May be requested to provide workshops for parents
- Demonstrate continuing professional growth
- Participate in research projects as needed
- Regular attendance and punctuality
- Perform other related duties and responsibilities as assigned by supervisor or designee

**MINIMUM REQUIREMENTS:**



- Bachelor's Degree required
- Multiple Subjects California Teaching Credential required
- o Candidates eligible for a California Multiple Subject University Intern credential are encouraged to apply and may be considered.
- Cross-cultural Language and Academic Development (CLAD) Certification required
- Must meet ESSA requirements
- A certificate showing that within the last 60 days the person has submitted to a tuberculosis risk assessment and if tuberculosis risk factors were identified, has been examined by a physician, nurse practitioner, or local health department and has been found to be free of infectious tuberculosis
- Candidates selected for employment are required to be fingerprinted and cleared by the CA Department of Justice and the Federal Bureau of Investigations through the Lewis Center (LCER)



#### DESIRED QUALIFICATIONS:



- Three (3) years' experience teaching elementary school level classes preferred
- Particular strength in Math, ELA, and Science preferred



#### JOB REQUIREMENTS (Skills, Knowledge and Abilities):



- High academic standards with an emphasis on project based learning
- Ability to teach elementary school students
- Ability to be flexible and adjust easily to change
- Ability to recognize and support the parent as an integral partner in the student's total educational experience
- A desire to continue growth as an educator within a standards-based education reform model using a variety of progressive and innovative teaching strategies
- Ability to adapt to the collegial model, in which the AAE, teachers, parents, and students are partners and accountable to the academic success of each student
- Ability to implement technology into classroom instruction
- The knowledge of the applications from Apple iLife and iWork, as well as the use of Interwrite pads, iPods, MacBooks, and iPads is preferred
- Ability to design lesson plans using California Common Core State Standards
- Ability to organize and present ideas effectively in oral and written form
- Ability to make skillful decisions, work under pressure and meet deadlines



#### WORKING CONDITIONS:



##### Environment & Physical Abilities:

- School campus indoor and outdoor environment
- Subject to interruptions, public contact and multiple tasks
- Ability to observe, see, hear, and respond to children needs, emergencies, and conflicts that might occur in any setting
- Ability to stand, sit, stoop, walk, kneel, and perform grasping and handling motions and torso rotations on a continuous basis and the ability to reach in all directions
- Ability to hear and speak clearly to exchange information in person and/or on the telephone
- Seeing to read and compose written materials
- Dexterity of hands and fingers to operate a computer keyboard and other office equipment for extended periods of time
- Lift or lift and carry up to 35 pounds



#### SELECTION PROCESS:



- Complete an application and all other requirements online at [www.edjoin.org](http://www.edjoin.org) (<http://www.edjoin.org/>)
- **The following items must be submitted with the application, or the application may not be considered:**
- o Current Resume
- o Two current professional letters of recommendation (drafted no more than 2 years ago)
- o Copy of required credential or university intern eligibility letter
- o All information **MUST BE** included in the "Professional Reference" section of the application, including email address. If the Lewis Center is unable to reach your references as listed in this application, you may be disqualified from being considered as a candidate.

#### Employment Policy:

LCER provides equal opportunity opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, sex, gender, gender identity or expression, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, protected military and veteran status, or any other characteristic protected by federal, state or local laws. This policy extends to all terms and conditions of employment, including recruitment, selection, hiring, reclassification, compensation, training, promotion, discipline, leave of absence, and release from at-will employment.

LCER is an at-will employer. The conditions of the job, including hours, wages, and working conditions, may be changed at any time.

## About Lewis Center for Educational Research

The Lewis Center for Educational Research has been called "one of the most interesting, unique and unusual" educational institutions in the nation, and we are known for our relationship with NASA and the Goldstone-Apple Valley Radio Telescope (GAVRT) program.

Formerly the Apple Valley Science and Technology Center, the Lewis Center provides hands-on instructional programs to students and the community throughout the US and the world.



## (231) Elementary Teacher Applicant Pool (Upper Grades 3-5) | Lewis Center for Educational Research | Handshake

Among the Lewis Center's most significant programs are:

The Academy for Academic Excellence (AAE), a K-12 charter school in which new teaching techniques and strategies are tested and refined in a standards-based educational program. The campus is located on 150 acres of Mojave river wildlands and the campus itself is an outdoor laboratory where our students can study ecology and wildlife.

The Norton Space and Aeronautics Academy (NSAA), a K-8 charter school, is a Dual Immersion Program School with the goal of all students being able to speak, read, and write in English and Spanish in all academic areas after 5 years in the program.

The Goldstone Apple Valley Radio Telescope (GAVRT) project with NASA and the Jet Propulsion Laboratory in which teachers nationwide access via the Internet a 34-meter radio antenna that was part of NASA's Deep Space Network. GAVRT gives students the opportunity to experience discovery for themselves, in their classrooms, personally interacting with other students, scientists and educators by phone and Internet.

the Local Outreach Educational Program is committed to extending the classroom to the community and beyond with local science and social studies programs, which align with the State of California Board of Education content standards. Many of the field trip programs take place in Mineral City, our simulated mining town on the Mojave River Campus. Students learn in a fun way by becoming active participants in our programs.

### Location

17500 Mana Road, Apple Valley, California 92307, United States of America

### Compensation

**TYPE**

Paid

**PAY RATE**

\$48,534.75 Per year

**DURATION**

Permanent

### Company Details

**COMPANY SIZE**

250 - 1,000 employees

**INDUSTRY**

K-12 Education industry

**COMPANY TYPE**

Unknown

**HEADQUARTERS**

17500 Mana Rd, Apple Valley, California 92307, United States & 503 East Central, San Bernardino, CA 92408

**WEBSITE**

<http://www.lcer.org>

**SOCIAL MEDIA**

(No Facebook Listed)

(No Twitter Listed)

(No LinkedIn Listed)

### Employer Preferences

**ALLOWED SCHOOL YEARS**

All school years and graduation dates allowed

**ALLOWED MAJORS**

All majors allowed

**WORK AUTHORIZATION REQUIREMENTS**

US work authorization is required

### Contact Information

**CONTACTS**

Rebecca McCoy

## Attachments (/jobs/3746396/attachments)

New Attachment (/jobs/3746396/attachments/new)

Posted to 43 Schools

38 approved postings

2 declined postings

3 pending postings

🕒 This job is live to students until June 30, 2020 at 9:00am.

 [Target More Schools \(/jobs/3746396/edit?initial\\_page=3\)](/jobs/3746396/edit?initial_page=3)

#### Labels

No labels have been added.

Select a label...

[Create New Label](#)

 [View & Add Notes](#)

#### Tracking Code

No tracking code added

#### Social Media

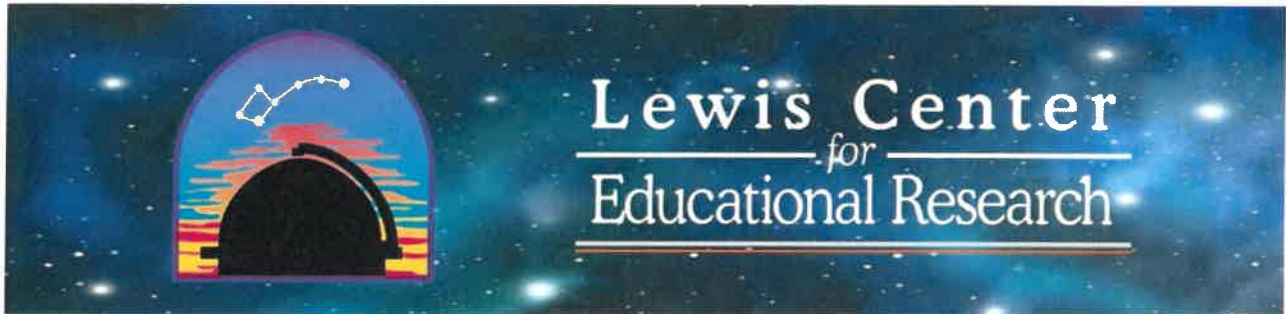


 Email (mailto:?)

subject=Check%20this%20out&body=Check%20out%20this%20job%20I%20found%20on%20Handshake%3A%0A%0DEmployer%3A%20Lewis%20Center%20for%20Educ Time%0A%0Dhttps%3A%2F%2Fapp.joinhandshake.com%2Fjobs%2F3746396)

# Proof of Advertising on the Internet

**Elementary Teacher Applicant Pool (Upper Grades 3-5) at the AAE Campus: 17500  
Mana Rd., Apple Valley, CA 92307 at Lewis Center for Educational Research**



### Job Information

**Date Posted:** 2/28/2020

**Application Deadline:** **Until Filled**

**Employment Type:** Full Time

**Length of Work Year:** 2020/2021 - 185 days

**Salary:**

\$48,534.75-\$101,775.90/year (Class I/Step 1 – Class IV/Step 30),  
Salaried/Exempt

**Number Openings:** (At time of posting) 1

**Contact:** Rebecca McCoy

**Email:** [rmccoy@lcer.org](mailto:rmccoy@lcer.org)

**Phone:** 760-946-5414 294

### Requirements / Qualifications

- Bachelor's Degree required
- California Multiple Subjects Teaching Credential required
- Cross-cultural Language and Academics Development (CLAD) Certification required
- Must meet ESSA requirements
- A certificate showing that within the last 60 days the person has submitted to a tuberculosis risk assessment and if tuberculosis risk factors were identified, has been examined by a physician, nurse practitioner, or local health department and has been found to be free of infectious tuberculosis
- Candidates selected for employment are required to be fingerprinted and cleared by the CA Department of Justice and the Federal Bureau of Investigations through the Lewis Center (LCER)

Complete an application online at [www.edjoin.org](http://www.edjoin.org).

\*All information MUST BE included in the "Professional Reference" section of the application, including email address. If the Lewis Center is unable to reach your references as listed in this application, you may be disqualified from being considered as a candidate.

If you have trouble downloading a document to Edjoin, please contact the edjoin helpdesk at 1-866-378-5999.

The following items must be submitted with the application, or the application may not be considered:

- Certificate Copy (Credential Copy or University Intern Eligibility Letter)

- Letter(s) of Recommendation (2 Letters of Recommendation required, no more than 2 years old)
- Resume (Resume must be included)
  
- Multiple Subject Teaching Credential - General Subjects
  
- Crosscultural, Language and Academic Development Certificate

### **Comments and Other Information**

The Academy for Academic Excellence at the Lewis Center for Educational Research is a Public Charter School supported by a high level of parent engagement. You will find a supportive team-oriented environment where teachers are treated as professionals. Full Time staff are offered a full range of benefits that include medical, dental, vision, life/AD&D, STRS/PERS, and professional growth assistance.

# Proof of Attending Job Fair



San Bernardino County Superintendent of Schools  
*in collaboration with*  
District Superintendents and the California Teachers Association

San Bernardino Countywide

# TEACHER RECRUITMENT *Fair*

Saturday  
2.29.20

**Vendors**

**7:30 a.m. to 12:30 p.m.**

9:00 a.m. to Noon — Job Seekers

**National Orange Show**

Valencia Room  
930 South Arrowhead Avenue  
(Gate 9)  
San Bernardino, CA 92408

**Participating  
Districts and Institutes  
of Higher Education**

To be determined

**Fee**

\$100 per district/vendor

**Register**

<https://sbcss.k12oms.org/66-179785>

Access Code: *Recruit20*



Human Resources  
909.386.9570



[sbcss.net](http://sbcss.net)

*Transforming lives through education*



San Bernardino County  
Superintendent of Schools

Ted Alejandre, County Superintendent



May 14, 2020

Lisa Lamb  
President/CEO  
Lewis Center for Educational Research (LCER)  
17500 Mana Road  
Apple Valley, CA 92307

**Subject: AAE Multipurpose Room – TSK Proposal**

Dear Ms. Lamb,

Thank you for inviting us to submit on this project. We recognize the importance of this project to the Academy of Academic Excellence (AAE), given the significant impact the new plaza area and MPR room will have on your campus. Please find TSK's enclosed Proposal for the design and construction administration of AAE's new MPR and the programming of the existing MPR.

TSK has developed the scope of work based on the Kickoff meeting and site walk. We have a quality team assembled with; myself as Design Principal; Arta Ghoorchian, a highly organized project manager who will serve as your day-to-day point of contact. Along with the same design and engineering consultants that helped us on NSLA; KPFF Structural Engineers, IMEG Electrical and Plumbing Engineering, Hongjoo Kim Landscape Architects, and RC Equipment & Design.

We certainly hope this proposal meets your expectations and are open to any further discussions you believe may be of value in your evaluation of it.

Please do not hesitate to let us know if you have any questions or comments.

For TSK Architects,

A handwritten signature in blue ink that reads "Vince Novak". The signature is stylized and fluid.

Vince Novak, AIA | Principal





## **Project Description**

The project consists of new, ground-up construction of an 8,450 square-foot Multi-Purpose Room building that will comprise an MPR space, Stage, Changing Room, Stage prep and Storage, Warming Kitchen, Restrooms, and a Faculty Lounge as part of one contiguous building. Site work includes hardscape, landscape, irrigation, fencing and open patio areas immediately surrounding the new building.

The Multi-Purpose Room is mainly for serving lunch to the students of AAE with an approximate area of 4042 SF. The stage is a driver for special events which includes; drama and band performances, award ceremonies and school meetings. The stage area outside with a combination of the indoor platform area is approximately 1900 SF. The stage is connected both to the interior platform commons area and to the central courtyard to the Northwest. AAE will be able to have both indoor and outdoor events when the new MPR building is completed. Supporting programs in the MPR building are mainly the Warming Kitchen and a Faculty Lounge area on the Northeast side of the new facility.

Included in the basic fee is an architectural survey of the existing MPR and programming session to determine the future use of the space.

## **Project Delivery**

Basic services for Schematic Design, Construction Documents, Agency Approval, Construction Administration, and Project Closeout.

The MRP building will be delivered as a guaranteed maximum price (GMAX). It is the understanding of our team that the general contractor will be under contract during the design efforts.

The Owner has retained David Evans and Associates as the project Civil Engineer. The intent is to start grading and complete the new retaining wall installation over the 2020 Summer. TSK's design team will be responsible for coordinating and collaborating with the Owner's engineer to complete the grading package.

## **SCOPE OF SERVICES**

- Provide basic services for the following phases: Schematic Design, Construction Documents, Agency Approvals, Construction Administration, and Project Closeout.
- Basic services include: architectural, plumbing, electrical, food service consultant, fire protection (basis of design drawings, GC to provide final), and structural (excludes site elements), landscape and hardscape. A mechanical and low voltage engineering fee is provided as an alternative to a Design Build solution.
- Extended Services as additional fee items: Structured Cabling System, Security management systems, AV systems, Overhead Paging/Synchronized Clock Systems, Landscape Irrigation Design, Door Hardware consultant.
- Provide coordination of Client's civil engineer and integrate design efforts within team.
- Prepare plans, elevations, sections, details, schedules, and book specifications suitable for permitting, bidding, and construction.
- Code, Room identification, and Building signage shall be provided. Proposal does not include a specialty signage consultant to provide monument signs.
- Organize and lead workshops and meetings with Client representatives.
- Record Design Phase Meeting Minutes for distribution.



- Coordinate and oversee project team consultants (including Owner-retained civil engineer) for integration of design requirements.
- Perform code analyses.
- Advise the client with project specific recommendations throughout design and construction phases.
- Participate and make recommendations in value management, if needed.
- Review cost estimates prepared by others.

#### Space Programming

- A programming session on the existing MPR will happen during the DD phase. The new MPR building was programmed during Design Concept phase completed previously and confirmed at the Kickoff meeting.

#### Schematic Design

- Preliminary code analysis.
- Development of Design Concept phase solution to refine layout, confirm building systems approach for MPE and structural system.
- Preparation of initial site plans, floor plans, and elevations of proposed solution.
- Digital 3D Massing models of proposed solution.
- Lead (1) Client Workshop. Workshops will focus on validation of program layout.
- Attendance on WebX meetings as required.

#### Design Development

- Code analysis update.
- Refinement of SD solution focusing on material selections and building elevations for client approval.
- Materials will be presented for Client review and input.
- Development of preliminary site plans, floor plans, and elevations.
- Digital 3D Massing model of proposed solution.
- Lead (2) Client Workshops.
- Attendance on WebX meetings as required.

#### Construction Documents

- Prepare complete and coordinated construction documents including drawings and specifications showing the requirements for construction and the information necessary for jurisdictional approvals and competitive bidding. Understood client prefers for Bid drawings to also include Agency review comments, time permitting.
- Review of Client's preliminary cost estimate (prepared by others).
- Participation in value management efforts to align project budgets.
- Lead (1) Client Workshops.
- Attendance on WebX meetings as required.
- Final Material Board for Client review and approvals.
- The team will submit progress sets for Client review at 100% Construction Documents.
  - Team will review, respond, and update documentation based on comments.

#### Agency Review

- Team will submit the complete and coordinated documents to the appropriate agencies for plan check reviews to achieve approvals for construction.
- Design Team will attend Agency Review meetings as necessary to answer questions, modify drawings as instructed to obtain approvals.



- This phase does not anticipate the need for on-site meetings. However, the team will participate in conference calls as needed.

#### Construction Administration

- TSK will attend and participate in a project kick-off meeting.
- Review shop drawings and other submittals and make recommendations on each.
- Answer contractor's RFI questions on the contract documents including preparation of necessary revisions to the drawings and specifications.
- Review and make recommendations on contractor's change order requests, review and certify contractor's monthly pay applications.
- This phase will be billed hourly with a not to exceed budget. It is estimated that TSK will have to do 6-8 sites visits.
- Conduct (1) punch walks at the end of the construction phase and prepare punch lists recording items to be completed or corrected by contractor.

#### Project Closeout

- Review contractor provided As-built drawings and O&M Manuals for general conformance and completion.
- Prepare Record Drawings for submission in CADD and PDF digital format.

## PROVISIONS

### A. Clarifications

- Project does not include selection or procurement of furniture, fixtures, equipment, artwork, or accessories.
- Specialty consultants, such as but not limited to, Traffic, Acoustics, Arborist, Low Voltage, Security or Sustainability are not included.
- It is assumed that certain services will be contracted directly with the Client and will not be part of the architect's service. These include Environmental Impact Reports, Geotechnical Services, Topographic and Utility Surveys, Hazardous Material and Environmental Surveys/Reports, and Hazardous Material Mitigation or Abatement Procedures.
- Alternates are not included.
- Project will be a GMAX, negotiated with the general contractor after Design Development.
- BIM Model Requirements do not apply to this project. BIM models as a project deliverable are not included. However, BIM models/CAD backgrounds can be provided to the general contractor for their use at their own risk with a signed waiver.
- Commissioning services are not included. Mechanical engineering services, if selected, will include a commissioning plan which is required for plan check review.
- LEED compliance is not requested.
- Sequence of Work: The fees stated above are based on executing the project in a methodical and efficient manner that is sequential. Client decisions or revision of decisions occurring after general approvals of areas or phases, items added out of sequence, or addition of client required processes that cause the workplan to become inefficient may be considered as extra to the contract.
- Limit of Quantity of Designs: A reasonable quantity of design solutions for individual elements will be developed for review. Excessive or unreasonable requests for redesign or additional design options may result in additional design fees.
- Best Effort Basis: The creative services described above will be provided on a "best effort" basis. That is, we will create designs based on our training, experience and professional judgment representing our best effort. Non-acceptance of the design(s) shall not constitute reason for non-payment.



- Extended Schedule: The fees stated below are based upon a 6 week Construction Documentation phase and 6 month construction project schedule. Once started, delays in the overall project schedule may result in additional fees. Restarting the project after an inactive period of more than two months will result in a re-mobilization fee of 3% of the total project fees.

**B. Owner-Performed Services**

TSK understands the Owner will contract separately for any services not specifically addressed in this proposal. Design Team shall coordinate with Client’s vendors as needed.

**C. Attachments**

- IMEG Scope of Work Proposal
- KPFF Scope of Work Proposal
- HKLA Scope of Work Proposal

## FEE SUMMARY

**A. Fee Structure**

	Schematic	Design Development	Construction Documents	Agency Review	Construction (hourly/NTE)	Closeout	Total
Basic Services	\$32,000	\$60,780	\$96,790	\$4,230	\$20,000	\$5,450	\$199,250

**B. Additional service fee and allowances**

**C. TSK Hourly Rates (see engineering proposals for hourly rates)**

Principal	\$220
Senior Project Manager	\$175
Project Manager	\$150
Project Designer	\$110
Project Coordinator	\$100
Spec Writer	\$110
Design Support	\$ 80
Administrative	\$ 80

# HONGJOO KIM LANDSCAPE ARCHITECTS

MAY 14, 2020

ATTN; VINCE NOVAK  
TSK  
316 WEST 2<sup>ND</sup> STREET, PENTHOUSE  
LOS ANGELES, CALIFORNIA 90012  
PH. 213.614.0900

**re.: Landscape architectural design tasks and fee proposal for the Lewis Center for Educational Research MPR Building & Science Classrooms Conversion**

Dear Vince:

It is a pleasure to submit our proposal for landscape architectural services for the above-referenced project. We have outlined a brief description of services and professional fees below. We look forward to a great teamwork for this project.

## **Project Description and Scope of Work**

The project is a new construction for an approximately 7,000 to 8,000 square-foot multi-purpose room for the Lewis Center for Educational Research (Owner) campus located at 17500 Mana Road, Apple Valley, California. Multi-Purpose Room building will comprise an MPR space, Stage, Changing Room, Stage prep and Storage, Warming Kitchen, Restrooms, and a Faculty Lounge as part of one contiguous building. Site work includes hardscape, landscape, irrigation, fencing and open patio areas immediately surrounding the new building. The building is approximately 3,000 square-feet. TSK is an architect (Client/Architect) to intend to provide architectural design service and perform as a prime consultant. Hongjoo Kim Landscape Architects, Inc. (Consultant) is a landscape architect to provide landscape architectural design services of the above project. This proposal assumes that Consultant will provide landscape design services of the following three (3) phases: Phase A: Design Development, Phase B: Construction Documents/Agency Approvals, Phase C: CA/Close Out.

## **Phase A: Design Development**

The Consultant shall perform the following tasks for Design Development phase of the project. The purpose of Design Development is to develop the characteristic of the project including selection of specific material, dimension, and finish.

- 1.01 Receive updated site and architectural base on AutoCAD from Architect.
- 1.02 Visit project sites.
- 1.03 Prepare enlarged/refined design studies.
- 1.04 Assist Architect on the refined hardscape plans.
- 1.06 Prepare refined planting plans.
- 1.07 Prepare outlined CSI specifications for relevant sections in PDF format.
- 1.08 Review statement of probable construction cost as prepared by others for landscape features.
- 1.09 Submit 100% DD submittal in PDF.

## **Phase B: Construction Documents/Agency Approvals**

Upon written approval of Design Development package from the Client, the Consultant shall perform the following tasks for Construction Documents phase of the project. The purpose of Construction Documents phase is to complete documentation of the approved project design for prospective Contractors to bid for construction.

- 2.01 Utilizing the Design Development drawings, the Consultant will prepare final bases for Construction Documents.
- 2.02 Prepare horizontal hardscape layout plans with necessary enlargements showing dimensions and construction detail call-outs.

- 2.03 Prepare planting plans (Maximum two (2) Irrigation plan submittals at permit and 100% CD/bid set.).
- 2.04 Prepare construction details of landscape's hardscape, planting.
- 2.05 Prepare CSI specifications for relevant sections.
- 2.06 Coordinate with Architect, civil engineer, structural engineer, MEP, and other consultants.
- 2.07 Prepare and assist landscape permit documents submittal.
- 2.08 Prepare check set and 100% CD submittal: Total two (2) submittals.

### **Phase C: Construction Administration/ Closeout**

Once the construction contract is awarded, the Consultant shall complete the following tasks:

- 3.01 Make max one (1) scheduled site visit as required to review progress, to assist the landscape contractor in interpretation of the design, and to observe the contractor's conformance to the plans and specifications.
- 3.02 In-house field coordination (i.e. addenda, RFI, phone clarifications).
- 3.03 Visit total two (2) nursery as required to review 24" box trees and larger, observing conformance to Specifications.
- 3.04 Review shop drawings and submittals.
- 3.05 Prepare meeting notes after site visits.
- 3.06 Provide landscape As-built record drawings after receive as-built from General Contractor.

### **Project Assumptions and Exclusions**

- A. Client/Architect shall provide electronic AutoCAD file with final building footprint. Client/Architect shall also provide an accurate topographic survey including legal boundaries, spot grades, street and curbs, existing utilities, and adjacent building.
- B. Except as specifically listed in this Paragraph B below, the services to be provided by the Consultant pursuant to this Agreement shall include any additional Landscape Architectural services such as planting, irrigation, and aesthetic hardscape design that are customarily provided in connection with providing the services specified above, are implicit in the Scope of Work, or are standard in the industry with respect to providing such itemized services. Professional services not included:
  - Structural engineering for landscape features
  - Existing site survey
  - Civil Engineering, drainage, and grading for site
  - Storm water mitigation design and calculations
  - Exterior lighting design
  - Electrical engineering for all site lighting and irrigation power
  - Graphic design including ADA signage
  - Preparation of ADA access diagrams
  - Waterproofing design and documentation
  - Interior improvements
  - Historic preservation and archeological findings
  - Soil testing—structural and agronomic
  - Arborist report
  - Tree removal application/process
  - Estimates of cost of construction
  - Review of plans with local Fire Department agencies
  - Physical meetings
  - Permit application fees or Agency meetings
  - Additional Charge for irrigation plan submittal after two (2) irrigation plan submittals
- C. Written request which may be given by electronic transmission to commence each new phase constitutes approval of prior phase's design, material selections, etc. Changes in subsequent phases of designs, material selections, etc. that have been approved and will require additional work by the Consultant will be considered Additional Services and will be documented and billed on an hourly basis at our Standard Hourly Rates.

### **Limitation of Liability**

Consultant and Client have discussed the risks and benefits associated with this Project as well as the Consultant's fee for services. Consultant and Client agree, to the fullest extent permitted by law, that all claims for damages or equitable relief of any kind arising out of services rendered on the Project, including services arising out of performance under the Contract and any amendments or change orders thereto, asserted against the Consultant, its officers, directors, employees, shareholders, members, agents and subconsultants, by the Client (including Client's officers, directors, employees, shareholders, members, agents, consultants, contractors and subcontractors), are limited to the lesser of (i) \$ 15,000 or (ii) the total invoiced dollar value of the services provided by Consultant under this Agreement and paid by Client, but in no event shall Consultant's liability exceed the amount of Consultant's available insurance proceeds.

### **Corporate Protection**

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a California corporation, and not against any of the Consultant's employees, officers or directors. In addition, it is intended by the parties to this Agreement that the Client's individual employees, officers, directors, members and affiliates shall not be subject to any personal legal exposure. Therefore, and notwithstanding anything to the contrary contained herein, the Consultant agrees that as the Consultant's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Client, a California limited liability company, and not against any of the Client's employees, officers, directors, members or affiliates.

### **Attorney's Fees**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

### **Construction Observation**

The Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

### **Certificate of Merit**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing or having practiced for 15 years within the previous five years in the same or substantially similar discipline as the Consultant and licensed in the State of California. This Certification shall:

- (a) Contain the name and license number of the certifier.
- (b) Specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances, and
- (c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.

This Certificate shall be provided to the Consultant not less than three (3) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing State law in force at the time of the claim or demand for arbitration.

### **Defects in Service**

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's work or services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. Failure by the Client to notify the Consultant, shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

### **Dispute Resolution**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

### **Interpretation**

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by the Consultant's sole or gross negligence or the Consultant's willful misconduct. "Parties" means the Client and the Consultant, and their officers, partners, employees, agents and subconsultants. "Agreement" means this proposal upon its execution and delivery by the Client. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join the Consultant as a third-party defendant.

### **Jobsite Safety**

Neither the professional activities of the Consultant, nor the presence of the Consultant or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety.

### **Ownership of Instruments of Service**

The Client shall subject to the terms outlined herein, become the exclusive owner of all plans, drawings, specifications, reports, data (including electronic files) and any other documents prepared by the Consultant as instruments of service for the project (collectively, "Instruments of Service"), and subject to the terms outlined herein, the Client shall have all common law, statutory and other reserved rights, including copyrights thereto, whether or not the project is completed or this agreement is terminated before or after any of the Instruments of Service are complete. Submission or distribution of any of the Instruments of Service to governmental agencies for review or approval in connection with the project shall not be construed as publication in derogation of the rights of the Client. Without limiting the generality of the foregoing, the Client may, subject to the terms outlined herein, use any of the Instruments of Service in connection with constructing, maintaining, renovating, altering and/or expanding the improvements with respect to the project, and the Client may permit qualified professionals to reproduce all or portions of the Instruments of Service (including the design embodied in those Instruments of Service) for incorporation into other instruments of service to be prepared by such other professionals. Upon termination of this agreement (whether for cause or convenience or due to the completion of the Consultant's services hereunder), and payment to the Consultant of amounts due under this agreement, Consultant shall deliver to the Client, a complete set of prints and electronic copies (in such formats as may be requested by the Client) of each of the Instruments of Service prepared through the date of termination. Notwithstanding the foregoing, the Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from the unauthorized reuse or modification of the construction documents by the Client or, to the extent directed by the Client, by any person or entity that acquires or obtains the



construction documents from or through the Client without the written authorization of the Consultant. In the event that Consultant's services are terminated in accordance with this agreement, this provision shall also apply to documents delivered to Client after such termination. Such delivery shall be contingent upon payment in full of all monies then due Consultant for services provided up to the date of termination. Under no circumstances shall the transfer of ownership of the Consultant's drawings, specifications, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Consultant's copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant's express prior written consent.

**Unauthorized Changes to Plans**

In the event the Client consents to, allows, authorizes or approves of changes to such Instruments of Service and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client agrees to release the Consultant from any liability to the extent arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent arising from such changes, except for damages, liabilities and costs arising from the sole negligence or willful misconduct of the Consultant.

**Professional Service Fee**

Our fee for landscape architectural services is provided below by Phase.

Phase A	Design Development	\$	14,000.	
Phase B	Construction Documents	\$	16,000.	
Phase C	Construction Administrations	\$	4,000.	Hourly NTE
Phase C	Closeout	\$	2,350.	
<b>Total Fee</b>		<b>\$</b>	<b>36,350.</b>	

**Standard Hourly Rates\***

Principal	\$	270.
Associate	\$	150.
Project Manager	\$	140.
Landscape Designer	\$	115.
Administrator	\$	80.

*\* These rates are valid for 2020 and are subject to change afterwards.*

**Reimbursable Expenses**

Reimbursable expenses include: blueprinting, plotting (bond, vellum, and color), color laser printing, black and white and color reproduction, photographic film and processing, long distance phone charges, travel, mileage, parking fees, commercial messenger charges, overnight delivery, postage and handling. These expenses will be billed at 1.10 times cost. Mileage shall be billed at \$0.58 per mile.

**Additional Services**

All services not included in the above scope of work will be considered Additional Services and will be billed at the Standard Hourly Rates. All additional services will require written authorization from Client before proceeding with any approved changes.

**Invoices**

Invoices will be submitted monthly as a percentage of Phase completion. Payment is due within 30 calendar days upon presentation of each invoice and shall be considered past due if not paid by this time period and such invoice shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law,

whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

**Project Approval**

Landscape architectural design services for the Lewis Center for Educational Research, MPR Building & Science Classrooms Conversion.

To confirm your approval of this proposal (dated May 14, 2020) and initiate our work on the project as described therein, please sign this letter and return it to us. Please retain a copy for your records.

CLIENT  
**TSK**

LANDSCAPE ARCHITECT  
**Hongjoo Kim Landscape Architects, Inc.**

\_\_\_\_\_  
PRINTED NAME

HONGJOO KIM, ASLA \_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

President \_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

May 14, 2020 \_\_\_\_\_



**REVISION 3** May 7, 2020

Mr. Vince Novak  
Principal  
Tate Snyder Kimsey Architects  
888 South Figueroa Street  
Suite 2020  
Los Angeles, CA 90017

RE: Proposal for Engineering Services  
Lewis Center for Educational Research, New MPR Building  
17500 Mana Road, Apple Valley CA 92307  
IMEG #P2020-042

Dear Vince:

Thank you for the opportunity to submit a Proposal for plumbing, electrical, and technology engineering services for the planned new 7,000 to 8,000 SF single story MPR building. The new MPR building falls under California Energy Code commissioning requirements for new construction under 10,000 SF. Formal commissioning by a dedicated commissioning agent is not required; however, a commissioning plan is required to be developed and submitted as part of the building department plan check submittal. IMEG understands that commissioning services are not requested at this time.

We understand the scope of work is as follows:

**DESIGN PHASE SERVICES**

1. Design of mechanical systems including:
  - a. Fire protection systems – the fire sprinkler system is assumed to be a deferred approval design-build system by others. IMEG scope to include:
    - 1) Incoming fire sprinkler riser with valving.
    - 2) Sprinkler zone designations (zone numbering, zone occupancy classifications, and sprinkler types to be installed in each zone).
    - 3) This scope assumes adequate water supply and pressure are available to the site. If not, additional services will be required.
    - 4) Specifications for contractor furnished hydraulically calculated piping installation drawings. Piping locations will not be shown on our documents.
  - b. Plumbing systems:
    - 1) Domestic hot and cold water.

- 2) Sanitary drainage and venting.
    - 3) Interior roof drainage.
    - 4) Kitchen waste and venting.
  - c. Piping systems:
    - 1) Condensate drain systems.
    - 2) Natural gas.
2. Design of electrical systems including:
  - a. Incoming electrical service, power distribution, and grounding.
  - b. Interior lighting and controls.
  - c. Exterior building mounted lighting and controls.
  - d. Fire alarm.
3. Design of technology systems including:
  - a. Information technology:
    - 1) Telecommunications structured cabling system: Voice, data and WIFI passive infrastructure for the new MPR building.
    - 2) Telecommunications outside plant.
    - 3) Telecom room infrastructure.
  - b. Security management systems:

Note: Each system will be designed as an extension of the existing security management system to support the new MPR building and remodeled classroom spaces.

    - 1) Intrusion detection system.
    - 2) Access control system.
    - 3) Video surveillance system.
  - c. AV systems:
    - 1) Design of Audio/Video system for the Multipurpose Room (MPR). System design shall include:
      - a) Interior stage system including display(s), controls, sound reinforcement and assisted listening system (ALS).
      - b) Exterior stage system including sound reinforcement and assisted listening system (ALS).

Note: No video presentation system is anticipated for the exterior stage.
  - d. Overhead paging / synchronized clock system.
    - a) Expansion of existing paging / clock system to support new MPR building.
4. Prepare applicable plumbing, electrical and technology specifications.
5. Prepare contract documents that are suitable for pricing and construction purposes.
6. Project design meetings:
  - a. Participate in approximately four (4) project conference calls / web conferences as required.



- b. Attend approximately one (1) design coordination meeting at Architect's office or job site.

### **BIDDING PHASE SERVICES**

1. Respond to contractor questions.
2. Prepare addenda information as required.

### **CONSTRUCTION PHASE SERVICES**

1. Contract administration related to IMEG scope of work including:
  - a. Answer Contractor questions and Requests for Information (RFIs).
  - b. Prepare instruction bulletins for issuance to contractors.
2. Review shop drawing submittals for items requested in the contract documents.
3. Conduct one (1) job site observation during construction, plus one (1) final job site observation at the end of the construction period for the new MPR building as hourly CA budget allows.

### **ASSUMPTIONS**

1. Drawings of the existing architectural, structural, mechanical, electrical, and technology systems, which accurately represent the existing conditions, will be provided to IMEG.
2. Exhibit A attached to this Proposal addresses the scope of service and responsibilities for 3D/Building Information Modeling (BIM).
3. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
4. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirement, start-stop controls, and other contractor coordination issues, prior to 25% completion of construction documents. Information on occupancy, loading, and associated personal/office equipment for each space will be provided to IMEG prior to completion of the Design Development phase.
5. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
6. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment (such as air handling units, exhaust fans, and the like) will be designed and coordinated by others and will be part of the General Contractor's scope of work.
7. Identification, testing, and/or removal of hazardous materials will be by others.



8. Sanitary sewer, storm sewer, domestic water service, and fire protection water service with adequate capacity will be available 5'-0" outside of the building.
9. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, and sanitary sewer shall be the responsibility of others. Plumbing scope includes site natural gas.
10. Electric and telecommunications utility raceways for each service provider, and branch feeds outside the building (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design.
11. For all security management systems, electrified door hardware will be designed and specified by the Architect.
12. An independent cost estimator will be engaged by the Owner or Architect. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.

### COMPENSATION

We propose to provide the plumbing, electrical and commissioning services described above (excluding mechanical HVAC, technology, and construction administration) for a fixed fee of \$25,000. (Plumbing = \$10,000, Electrical = \$15,000).

Not  
included

We propose to provide construction administration services on a time and materials basis for \$3,000. IMEG will advise the client when the hourly budget is exhausted.

For technology systems, we propose four additive options based on our experience with the owner and charter school projects. The total technology fee as described above is a fixed fee of \$15,500. Fee breakdown for each technology system is as follows:

Structured Cabling System	\$3,500
Security Management System	\$3,000
Audio Video Systems	\$7,000
Overhead Paging / Synchronized Clock System	\$2,000

### PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:



1. CAD plots of drawings in any media other than paper or electronic files.
2. Payment of plan review fees or other imposed governmental agency fees.
3. State filing and/or permit fees.
4. Postage and delivery charges.
5. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
6. Mileage for construction administration job site visits.

### **ADDITIONAL SERVICES**

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing

1. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
3. Structural design of any kind.
4. Design of technology systems not specifically noted herein.
5. Creation of a separate technology equipment package for delayed issuance, necessitating the issuance of a separate rough-in package.
6. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
7. Acoustical evaluation, design, or analysis, including demonstrating compliance with HIPAA, ANSI S12.60, or applicable statutory requirements.
8. Lightning protection system evaluation and design.
9. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
10. Life cycle cost analysis for HVAC, domestic hot water, or building envelope selection.
11. ASHRAE 90.1 Energy Standards confirmation or building modeling.
12. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
13. Assistance with grants and other related funding applications.
14. Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.
15. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.
16. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.



17. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
18. Performing a confirmation site observation after the final job site observation (punch list) has been completed.
19. Preparing record documents from as-built markups or files provided by contractors, or verifying the accuracy and completeness of same.

### **GENERAL**

The attached Terms and Conditions dated April 3, 2017 and Exhibit A are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.

Sincerely,  
IMEG CORP.



Kerry R. Parker  
Managing Principal, Client Executive

KRP/slh  
\\files\Corporate\Teams\BONEG02\Proposals\_\2020\P2020-042 Lewis Center R3.docx





**TATE SNYDER KIMSEY ARCHITECTS**

Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## TERMS AND CONDITIONS

**Standard of Care:** Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When additional services beyond the defined scope are requested, an amendment will be prepared by the Engineer and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis or for a negotiated fee.

**Compensation:** Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

**Performance:** Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project.

**Billing/Payment:** The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** The Engineer and Client shall, to the fullest extent permitted by law, indemnify and hold harmless each other and their respective officers, directors, employees, agents and consultants from and against damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of this Agreement, excepting only those damages, liabilities or costs attributable to negligence or willful misconduct.

**Certification, Guarantees and Warranties:** The Engineer shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**Dispute Resolution:** Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**Construction Means and Methods:** The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's employees, agents, or consultants.

**Construction Observation:** When the Engineer does not provide construction observation services, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

**Project Signs:** Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the structural, mechanical, electrical and/or technology engineer, as applicable.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Ownership:** All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service for this Project only. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for extensions of the Project or for any other use without the written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse.

**Electronic Files:** The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Clients, Contractors, and Vendors as required in the execution of the project. Before release, the Engineer will require an executed waiver of liability for the use of any electronic documents.

**Employment:** For the duration of this contract plus six (6) months from final payment received, neither the Engineer nor Client will offer employment to any person who is or was employed by the other during the course of this contract.

**Termination:** The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

**Survivability:** In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**Limitation of Liability:** It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, is limited to fees collected or \$10,000, whichever is greater.

**Contract Exhibit:** If attached to another contract or agreement, that agreement shall take precedence over all clauses listed in these Terms and Conditions. If that agreement is silent on or does not include a clause, this document shall take precedence.



#### IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
  - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
    - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
    - 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
    - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
    - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
  - b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
  - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
  - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
    - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
    - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
  - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/03/17



## EXHIBIT A – BUILDING INFORMATION MODELING

For projects where IMEG will prepare and share a three-dimensional (3D) model of systems designed by IMEG, the following will apply:

1. The purpose of IMEG's model (hereafter referred to as 'the model') is to produce specifications and two-dimensional (2D) contract documents, bulletins, ASIs, RFIs, etc. suitable for bidding and construction.
2. It is the general intent for the model to be developed to the following levels:
  - a. Schematic Design (SD): No modeling
  - b. Design Development (DD): Generalized assemblies and systems with approximate size, shape, location, and orientation
  - c. Construction Documents (CD): Assemblies and systems based on detailed engineering calculations with generally accurate size, shape, location and orientation
  - d. As-Builts: By Contractor
3. The model is only inclusive of those systems and trades designed by IMEG. The model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.
4. The model will facilitate coordinating spatial constraints in critical areas. However, the model is not intended to resolve all spatial collisions; collisions may exist in the model but are not an indication that the element cannot be installed.
5. The model is *not* intended for use in energy modeling, daylight analysis, rendering, computational fluid dynamics, design loads, pressures, quantity takeoff, estimating, construction scheduling, fabrication, erection, or to resolve *all* collisions. These services can be included as Additional Services. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
6. Revit Structure 20XX and Revit MEP 20XX will be used. Architectural models will be provided to IMEG in Revit Architecture 20XX.
7. IMEG will update its model prior to major project milestones provided a model of the architectural systems is received in a timely manner prior to such milestones.
8. Model exchanges occurring between project milestones are for convenience only and may not reflect recent design changes and decisions.
9. Firms exchanging models will endeavor to note or similarly highlight changes in their model from the prior version provided to the team.
10. Other firms preparing models to be shared with and from IMEG will work with IMEG to create custom views/visibility settings suited to each firm's needs for use throughout the project.
11. Reflected ceiling plans (RCPs) will be provided to IMEG by 50% DD for use in ceiling-mounted device and fixture design and layout. Final RCPs will be provided to IMEG by 50% CD.



12. For site design, AutoCAD files requiring only freezing of layers suitable for use as backgrounds will be provided to IMEG.
13. The Contractor will be required to account for all items shown on the contract documents, regardless of whether and how they are included in the model.
14. The model may be provided to others, including contractors, with IMEG's prior written consent, with the understanding that the model is provided for their convenience and use at their own risk, with IMEG reserving all proprietary rights.
15. The Contractor will be required to prepare coordination drawings or modeling showing their preferred routing and sequencing, and final coordination, among the trades.
16. Updates to the model during construction, including as-built modeling, will be prepared by the Contractor.

### **ADDITIONAL SERVICES**

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Exchanging models in formats other than .RVT.
2. Customizing visibility of linked models for use in IMEG's model/construction documents.
3. Modeling and coordinating sprinkler heads with RCPs.
4. Revising ceiling-mounted devices and fixtures due to three or more changes in the reflected ceiling plans provided to IMEG prior to 50% CD.
5. Coordinating wall-mounted elements (plumbing fixtures, electrical switches and outlets, thermostats, etc.) with wall elevations.
6. Modeling smaller elements such as, but not limited to, mechanical piping 3/4" diameter and less, conduits, branch medical gas piping, ductwork flanges and insulation, piping insulation and valves, power and lighting controls, switches and starters, manufacturer specific geometries, housekeeping pads and curbs, loose lintels, bar joist bridging, support framing for ceiling-mounted equipment, and cold formed metal stud framing.

### **ELEMENTS NOT INCLUDED**

Elements not modeled by IMEG include equipment insulation, hangers, supports, and anchors; non-geometric information such as loads and pressures; testing/balancing; through penetration firestopping; underfloor air distribution systems; systems outside the building's footprint; cabling and wiring; baseplates and anchor rods; reinforcing bars; and pockets in walls for beams.





May 6, 2020

Mr. Vince Novak, AIA  
TSK  
316 W. 2<sup>nd</sup> St., PH Floor  
Los Angeles, CA 90012

Re: Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
Revised Proposal for Structural Engineering Services  
KPFF Project # 10012000114

Dear Vince:

We are pleased to submit this revised proposal for structural engineering services required for the above-referenced project. This revised proposal is based on your email request for revising the design fee to exclude construction administration services and include the CA services on a Time and Material basis on May 4, 2020 and our corresponding email and phone conversations.

#### **PROJECT DESCRIPTION**

We understand that the project consists of the construction of a new multi-purpose room building and survey for the conversion of an existing MPR building into science classrooms at the Lewis Center for Educational Research, located at 17500 Mana Road in Apple Valley, CA. We understand that the project will be delivered via a guaranteed maximum price contract, and a general contractor is anticipated to be retained during the design phase.

We understand that the multi-purpose room building will be approximately 8,000-sf and will comprise an MPR space, stage, changing rooms, stage prep and storage, warming kitchen, restrooms, and a faculty lounge as part of one contiguous building. Site work includes hardscape, landscape, irrigation, fencing and open patio areas immediately surrounding the new building.

The project also includes the initial survey and programming of the existing MPR building for conversion into science classrooms. The existing MPR building is approximately 3,000-sf. We understand that TSK will conduct the on-site survey and KPFF will assist TSK with recommendations only. This may include video conferencing while the TSK team is on site.

A detailed description of the work is included in the RFP provided to us on March 30, 2020.

Vince Novak, TSK  
Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
Revised Proposal for Structural Engineering Services  
KPFF Project # 10012000114  
May 6, 2020  
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### **SCOPE OF WORK**

We have based our scope of work on the requirements set forth in the scope document provided to us on March 30, 2020 and your email request for revising the design fee on May 4, 2020.

#### **New Multi-Purpose Room Building:**

Please refer to Attachment C for a detailed description of our proposed scope of structural engineering services for the new Multi-Purpose Room Building.

#### **Survey of Existing MPR Building:**

Our scope of work for the survey of the existing MPR building consists of the following:

1. Assist the TSK team during the survey via video conferencing
2. Provide conceptual level feedback for the renovations required for the conversion of the existing MPR building into classrooms

The following assumptions have been made in developing this revised proposal:

1. The project will be under the jurisdiction of Apple Valley and will not be subject to DSA review and approval.
2. Site structures including retaining walls, fencing, trash enclosures, light poles, flag poles, traffic bollards, etc. will be designed by others, and as such are not included in this proposal.
3. For the purposes of this proposal, we have assumed the new multi-purpose room building will be supported on conventional spread or continuous strip footings with no significant liquefaction requiring special analysis or detailing. A geotechnical investigation report will be available prior to the design of the building.
4. Site visit(s) for the survey of the existing MPR building will not be required. We understand that TSK will conduct the physical on-site survey and will consult with us via teleconferencing during the survey.

BIM - KPFF will be using the 3-Dimensional Autodesk Revit Software for the coordination and development of the Structural BIM model for this project. Please see Attachment D for BIM Level of Detail.

Requests from the Contractor to change the structural design of agency approved Contract Documents or field repairs of Contractor construction defects will be tracked and billed as an additional service. For any such changes, KPFF will get authorization of our client before expending effort to fulfill the Contractor request.

Vince Novak, TSK  
Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
Revised Proposal for Structural Engineering Services  
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**FEE**

New Multi-Purpose Room Building:

We propose to accomplish the scope of work noted above for the lump sum amount shown below for the design phase of the project and on hourly basis for the construction administration phase of the project.

We propose to bill our services monthly on a percentage completion basis. Shown below is a breakdown of our proposed fee billing by phase:

<b>Phase</b>	<b>Fee</b>
Schematic Design	\$ 2,000
Design Development	\$ 4,500
Construction Documents	\$ 9,650
Agency Approvals	\$ 850
<b>TOTAL DESIGN FEE</b>	<b>\$17,000</b>
Construction Administration	Hourly
Project Closeout	Hourly

Construction administration services and site visit(s)/structural observations will be billed on an hourly basis per our standard hourly rate schedule in Attachment A.

Survey of Existing MPR Building:

We propose to accomplish the scope of work noted above on an hourly basis with an estimated maximum of **\$1,800**. We will bill our services on a monthly basis. We will not bill beyond this estimated amount without prior notification and approval from you.

**REIMBURSABLE EXPENSES**

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, rideshare and taxi service, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.



Vince Novak, TSK  
Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
Revised Proposal for Structural Engineering Services  
KPFF Project # 10012000114  
May 6, 2020  
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**AGREEMENT FOR PROFESSIONAL SERVICES**

All general Terms and Conditions shall be per Attachment B of this document or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

**SUMMARY**

Thank you very much for requesting this revised proposal from us. If this revised proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Saleem Muhammad, PE  
Associate

Attachments

cc: Ramzi Hodali, KPFF

Accepted By:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Vince Novak, TSK  
Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
Revised Proposal for Structural Engineering Services  
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**Attachment A**

**HOURLY RATE SCHEDULE**

**2020**

PRINCIPAL-IN-CHARGE .....	\$250.00
SENIOR PROJECT MANAGER .....	\$205.00
PROJECT MANAGER .....	\$185.00
PROJECT ENGINEER.....	\$155.00
DESIGN ENGINEER.....	\$140.00
LEAD MODELER .....	\$165.00
MODELER .....	\$140.00
ADMINISTRATIVE/SECRETARY .....	\$95.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

Vince Novak, TSK  
Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
Revised Proposal for Structural Engineering Services  
KPFF Project # 10012000114  
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## **Attachment B**

### **TERMS AND CONDITIONS**

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

#### **1. Additional Services**

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

#### **2. Limitation of Liability**

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

#### **3. Mediation**

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

#### **4. Dispute Handling**

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### **5. Suspension of Services**

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

#### **6. Termination**

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

#### **7. Ownership of Documents**

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

#### **8. Contract Administration**

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

#### **9. No Third Party Beneficiary**

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

#### **10. No Assignments**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **11. Payments**

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by Client, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.

**Attachment C**

**Structural Engineering Scope of Services**

KPFF Consulting Engineers has expertise in the analysis and design of all elements associated with typical building structures such as exterior wall systems, shoring, stairs, etc. We are available to provide structural design services on any or all of the many elements, which comprise a finished building. Shown below is our understanding of the scope, which is required for this project. If this scope is to be modified, we will be glad to revise our fee proposal to reflect any such change.

This is an exhibit attached to and made part of Agreement dated May 6, 2020 between  
KPFF, Inc. and TSK for Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
(SER) (Client) (Project)

The services of the Structural Engineer of Record (SER) for this proposal include those summarized below.

Scope of SER's Basic Services	Included	Not Included	Remarks
<b>2.2 SCHEMATIC DESIGN PHASE</b>			
2.2.1 a. Confirm Scope of Structural Services	✓		
b. Assist in Development of Schedule	✓		
c. Assist in Determining Channels of Communication	✓		
d. Confirm Number of Meetings and Number of Site Visits	✓		
e. Confirm Fees and Payment Schedule	✓		
f. Execute Contract	✓		
2.2.2 a. Attend Meetings	✓		As Required.
b. Establish Structural Design Criteria	✓		
c. Prepare Studies of Alternative Structural Systems	✓		Max of (2) Alternates.
d. Assist in Selection of Structural System	✓		
e. Provide Structural Criteria for Geotechnical Consultant	✓		
f. Assist in Determining Need for Special Studies	✓		
g. Consult with Public Agencies	✓		

Scope of SER's Basic Services	Included	Not Included	Remarks
2.2.3 a. Prepare Schematic Opinion of Probable Construction Costs		✓	
b. Suggest Possible Changes to Affect Savings	✓		
c. Prepare Schematic Design Documents	✓		
1. Prepare Preliminary Structural Design Calculations for Typical Elements	✓		
2. Prepare Preliminary Foundation Drawings	✓		
3. Prepare Preliminary Framing Layout Drawings	✓		
4. Prepare Typical Detail Sheet(s)	✓		
<b>2.3 DESIGN DEVELOPMENT PHASE</b>			
2.3.1 a. Attend Meetings	✓		As Required.
b. Prepare Design Development Documents	✓		
1. Prepare Preliminary Structural Design Calculations for Typical Elements	✓		
2. Prepare Preliminary Foundation Drawings	✓		
3. Prepare Preliminary Framing Layout Drawings	✓		
4. Prepare Typical Detail Sheet(s)	✓		
c. Prepare or Edit Outline Specifications for Structural Items	✓		
d. Identify Pre-Engineered Structural Elements	✓		
e. Review Results of Special Studies	✓		
f. Coordinate Structural Design with Special Design Criteria	✓		
g. Submit Design Development Documentation for Approval	✓		
2.3.2 a. Revise Schematic Opinion of Probable Construction Costs		✓	
<b>2.4 CONSTRUCTION DOCUMENTS PHASE</b>			
2.4.1 a. Prepare Structural Design of Primary Structural System	✓		
b. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineer's Design of Pre-Engineered Structural Elements	✓		
c. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	✓		
d. Attend Meetings	✓		As Required.

Scope of SER's Basic Services	Included	Not Included	Remarks
e. Assist in Coordination with Building Code Officials	✓		
f. Complete Structural Calculations	✓		
g. Complete Structural Drawings	✓		
h. Prepare or Edit Specifications for the Primary Structural System	✓		
i. Assist in Establishing Testing and Inspection Requirements	✓		
j. Perform Checking and Coordination of the Structural Documents	✓		
2.4.2 a. Revise Opinion of Probable Construction Costs		✓	
2.4.3 a. Assist in Filing Construction Documents for Approval by Building Official		✓	
b. Make Revisions to Construction Documents as Required by Building Official (and/or Peer Reviewer)	✓		
<b>2.5 BIDDING OR NEGOTIATION PHASE</b>			
2.5.1 a. Assist in Evaluating Bidders Qualifications	✓		
b. Provide Structural Addenda and Clarifications	✓		
c. Attend Pre-Bid Conference	✓		
d. Assist in Bid Evaluation	✓		
<b>2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT</b>			
2.6.1 a. Attend Pre-Construction Meeting	✓		
b. Assist in Establishing Communications Procedures	✓		
c. Assist in Establishing Procedures for Testing and Inspections	✓		
d. Assist in Confirming Submittal Procedures	✓		
e. Assist in Selection of Testing and Inspection Agency	✓		
f. Advise Client and Contractor which Structural Elements Require Construction Observation by SEOR	✓		
2.6.3 a. Make Site Visits at Intervals Appropriate to the Stages of Construction	✓		
b. Prepare Site Visit Reports	✓		
2.6.6 Assist in Determining the Amounts Due the Contractor for the Structural Work	✓		

Scope of SER's Basic Services	Included	Not Included	Remarks
2.6.8 Provide Interpretations of Structural Construction Documents	✓		
2.6.9 Provide Recommendations Regarding claims, Disputes and Other Matters Relating to Execution or Progress of the Structural Work	✓		
2.6.10 Assist in Determining Whether Non-Conforming Structural Work Shall be Rejected	✓		
2.6.11 a. Review Specified Submittals for Pre-Engineered Structural Elements	✓		One reproducible copy of each submittal, supplied by the general contractor, will be returned from our review.
b. Review Submittals for Items Designed by SER	✓		One reproducible copy of each submittal, supplied by the general contractor, will be returned from our review.
c. Review Testing and Inspection Reports	✓		
d. Initiate Appropriate Action to Those Reports, if Required	✓		
2.6.12 Assist in Preparing Change Orders Relating to the Structural Work	✓		
2.6.13 Assist in Conducting Jobsite Observation Visits to Determine Substantial Completion of the Structural Work	✓		
<b>3.4 OPTIONAL ADDITIONAL SERVICES</b>			
3.4.1 Assist in Providing Analysis of Owner's Needs for This Part of the Project		✓	
3.4.2 Provide Special Studies		✓	
3.4.3 Provide Comparative Studies of Prospective Sites		✓	
3.4.4 Provide Special Surveys		✓	
3.4.5 Provide Services Relative to Future Facilities, Systems, and Equipment		✓	
3.4.6 Provide Service to Investigate Existing Conditions of Facilities, or to Make Measured Drawings Thereof		✓	
3.4.7 Provide Services to Verify Accuracy of Information Furnished by Architect		✓	
3.4.8 Provide Coordination of Construction Performed by Separate Contractors or by Owner's Forces		✓	

Scope of SER's Basic Services	Included	Not Included	Remarks
3.4.9 Provide Services Regarding Work of a Construction Manager or Separate Consultants Retained by Owner		✓	
3.4.10 Provide Detailed Estimates of Construction Cost		✓	
3.4.11 Provide Detailed Quantity Surveys or Inventories of Material and Labor		✓	
3.4.12 Provide Analysis of Owning and Operating Costs		✓	
3.4.13 Provide Services Related to Interior Design Services		✓	
3.4.14 Provide Services for Planning Tenant or Rental Spaces		✓	
3.4.15 Make Investigations or Appraisals of Existing Materials or Facilities		✓	
3.4.16 Prepare Record Drawings		✓	
3.4.17 Provide Assistance in the Utilization of Equipment of Systems		✓	
3.4.18 Provide Services after Final Certificates for Payment or More than 60 days after Date of Substantial Completion		✓	
3.4.19 Provide Services of Sub-Consultants		✓	
3.4.20 Provide Coordination of Work in Conjunction with Owner Supplied Equipment or Materials		✓	
3.4.21 Provide Services Related to Non-structural or Secondary Structural Elements and Their Attachments			
a. Exterior Cladding System		✓	
b. Interior Architectural Systems		✓	
c. Window Washing Systems and Tie Downs		✓	
d. Antenna or Flagpoles		✓	
e. Major Equipment Serving Main Mechanical, Electrical, or Plumbing Building Systems	✓		
f. Equipment specified by the architect or building owner as part of the tenant improvement work (i.e. medical equipment, racks, shop equipment, kitchen equipment/hoods/appliances, office equipment, communication equipment, etc.) required by code to be designed by a registered engineer.		✓	
g. Overhead utility system including, but not limited to, all air ducts, pipes, conduits, vacuum, communication line, etc.		✓	



Scope of SER's Basic Services	Included	Not Included	Remarks
h. Fire and Life Safety Systems Including Piping and Related Equipment		✓	
i. Mechanisms or Guide Systems for Elevators, Escalators or other Conveying Equipment		✓	
j. Stairs		✓	
k. Swimming Pools		✓	
3.4.22 Provide Services Related to Sitework Elements			
a. Retaining Walls		✓	
b. Culverts or Bridges		✓	
c. Landscape Furnishings		✓	
d. Flagpoles or Lighting Poles		✓	
e. Signs		✓	
f. Miscellaneous Site Structures		✓	
3.4.23 Provide Dynamic Seismic Analysis	✓		As required by code.
3.4.24 Provide Analysis of Floor Response to Foot-fall		✓	
3.4.25 Provide Analysis of Floor Response to Vibratory Equipment		✓	
3.4.26 Provide Services Relative to Special Wind Analysis		✓	
3.4.27 Provide Services Related to Seismic Risk Analysis		✓	
3.4.28 Prepare Demolition Documents		✓	
3.4.29 Prepare Excavation, Excavation Shoring, or Underpinning Documents		✓	
3.4.30 Provide a Feasibility Study Regarding the use of Base Isolation or Other Passive Energy Dissipation Systems		✓	
3.4.31 Provide a Complete Analysis & Design of Base Isolation or Other Passive Energy Dissipation Systems		✓	
3.4.32 Continuous job inspection or "Special Inspection" as required by Section 1701.5 of the Building Code.		✓	
3.4.33 Collaborate with Owner-Selected Peer Reviewer			
a. Attend Appropriate Number of Meetings and Participate in Telephone Conferences with Peer Reviewer		✓	
b. Review Comments Made by the Peer Reviewer and Provide Appropriate Written Responses		✓	

Vince Novak, TSK  
 Lewis Center for Educational Research - MPR Bldg. & Science Classroom Conversions  
 Revised Proposal for Structural Engineering Services  
 KPFF Project # 10012000114  
 May 6, 2020  
 Page 13

Scope of SER's Basic Services	Included	Not Included	Remarks
c. Make Revisions to Construction Documents to Incorporate Mutually Agreed Upon Design Changes. All Recommendations Pertaining to Loads and Design Criteria, and Selection of the Primary Structural Systems are Expected to be Provided Following the Completion of the Schematic Design Phase. All Recommendations Pertaining to Analytical Approaches and Modeling Assumptions are Expected to be Provided Following the Completion of the Design Development Phase.		✓	
3.4.34 Use BIM for the coordination and production of Construction Documents on this project.	✓		Refer to Attachment D for Level of Detail of BIM Model.

## **Attachment D**

### **BIM (Building Information Modeling) Level of Detail**

KPFF will be using the Autodesk Revit Software to develop the Structural BIM model for this project.

During the Schematic and Design Development Phase, KPFF will assist the project team in creating and finalizing a BIM Execution Plan for the project.

The Structural BIM Model will be used for the coordination and production of the construction documents on this project and will be in general conformance with the AIA E-202 Document Level of Detail (LOD) 300 for the following:

- Main structural members - beams, columns, bearing walls, floor and roof decks, etc.
- Slab and deck edges, recesses, and major openings.
- Lateral force resisting elements – shear walls, braced and moment resisting frames, etc.
- Gridlines, dimensions, foundation and floor elevations.
- Quantity, size, shape, location and orientation of main structural members will be shown with standard coarse visibility in plan-view and medium or fine visibility in elevations and details.

The Structural BIM Model will be created through the receipt of periodic architectural updates and annotated redline paper drawings. The Copy/Monitor technique of model updates will not be used. The Structural BIM Model will not include:

- Interior and exterior non-bearing walls and related bracing elements.
- Ceiling framing or bracing.
- Connections: plates, bolts, welds, stiffeners, etc.
- Reinforcement in concrete elements.
- Stairs and Elevator guide rail supports.
- Cladding or Cladding support elements.
- Secondary structural elements such as equipment and MEP distribution supports.
- Non-structural elements such as sun shades, guardrails, cornices, towers, signage, curbs, etc.

The Structural BIM Model is not intended for estimating of quantities, shop drawing production, or construction means and methods.



Proposal IE-2541  
February 14, 2020  
*REVISED* May 1, 2020

The High Desert Partnership in Academic Excellence  
c/o Charter School Property Solutions  
Via email to [lrieder@csp.com](mailto:lrieder@csp.com)

Attention: David Gruber, Director of Finance

Subject: CHANGE ORDER REQUEST NO. 4  
LEAD-CONTAINING SOIL REMOVAL OBSERVATION,  
TESTING AND DOCUMENTATION  
PROPOSED NORTON SCIENCE AND LANGUAGE ACADEMY AND  
HEAD START FACILITY  
SAN BERNARDINO, CALIFORNIA

Dear Mr. Gruber:

In accordance with the request of Mr. Larry Rieder with Charter School Property Solutions, we have prepared a scope of services and cost estimate for environmental services associated with the removal and disposal of lead-impacted soil during development of the proposed Norton and Language Academy and Head Start Facility (the Site) located in San Bernardino, California (Figure 1). We have revised this change order due to a change in our scope of services in accordance with your request.

This scope of services and cost estimate are presented as a change order to our contract (Proposal No. IE-2441, dated August 14, 2019) that are based on the findings of Phase I and II Environmental Site Assessment (ESA) we performed for the Site. For the purpose of this proposal we have assumed the field activities, which includes stockpiling of the impacted soil and soil sample collection will be completed in 10 working days.

## **BACKGROUND**

During our Phase I ESA, we identified Recognized Environmental Conditions (RECs) in connection with the Site that included historical agricultural use, former gas stations, and undocumented fill piles at the Site. We also observed remnants of former residences in the northeastern and northwestern portions of the Site, which we considered a potential environmental concern because of the potential for deteriorated lead-containing paint on the structures to have impacted surrounding soil with lead.

During our Phase II ESA we assessed each REC by collecting soil samples and having them analyzed for contaminants of concern (COCs) that included petroleum hydrocarbons, Title 22 Metals, organochlorine pesticides, volatile organic compounds, semi-volatile organic compounds, and polychlorinated biphenyls. None of the COCs, except lead, were detected in the soil samples at concentrations that would be a potential threat to human health or the environment.

We initially collected 19 surface soil samples from locations across the Site (Figure 2 and 3) to be analyzed for lead to assess the potential presence of lead in surface soil related to the former structures and undocumented fill piles. Lead was detected in Sample No. S18 collected from the northeastern portion of the Site and Sample No. S38 from the southeastern portion, at concentrations of 320 and 130 milligrams per kilogram (mg/kg), respectively. These concentrations exceed the Department of Toxic Substance Control's Human Health Risk Assessment (HHRA) Note 3 screening level (Note 3 SL) for lead in residential soil of 80 mg/kg.

We collected step-out and step-down samples around Sample Nos. S18 and S38 (Figures 2 and 3) in an effort to further assess the lateral and vertical extent of lead in soil in these two areas of the Site. Lead concentrations in our step-out and step-down samples indicated that we defined the lateral and vertical extent of lead in soil around Sample No. S38, and nearly defined its extent around Sample No. S18. Based on the additional investigation data, we estimate that excavation of soil from a 90-foot by 90-foot area around Sample No. S18 (Area A) and excavation of soil from a 10-foot by 10-foot area around Sample No. S38 (Area B) to a depth of one foot in both areas will remove the majority if not all of the lead-containing soil in these areas rendering the Site suitable for the planned school use.

### **REMEDIAL ACTION OBJECTIVE**

The Remedial Action Objective (RAO) of the soil removal is to mitigate the potential for site users (construction workers and future school occupants) to be exposed to lead in site soil through direct-contact, ingestion, or inhalation of soil particles at concentrations that are considered a potential threat to human health. To meet the soil removal RAO, soil with lead concentrations of 80 mg/kg (the "cleanup goal") or higher should be removed from the Site. The term soil removal comprises several activities including:

- excavation of soil from the designated areas where lead concentrations in soil samples exceeded the cleanup goal;
- collection of soil confirmation samples from the excavation base and sidewalls and analysis to confirm that lead concentrations in soil surrounding and beneath the excavations are less than the cleanup goal;
- temporary onsite stockpiling of the soil;
- characterization of the stockpiled soil as a waste material;
- loading of stockpiled soil into trucks and transport of waste soil to an appropriate, accepting waste disposal facility (landfill); and
- documentation (reporting) of the soil removal and disposal.

You have indicated that you would like to have your grading contractor perform the excavation and stockpiling of lead-containing soil aspects of the removal action. The soil removal activities that we will perform are described further in the following scope of services.

## SCOPE OF SERVICES

The soil removal tasks that we would perform consist of the following:

- Task 1 – Field activities:
  - Mark out limits of lead-impacted soil,
  - observe excavation and stockpiling of soil on the Site,
  - air monitoring,
  - collect confirmation soil samples from excavation sidewalls and bases, and
  - collect samples of the stockpiled soil for waste characterization;
- Task 2 – Laboratory analysis of confirmation and waste characterization soil samples;
- Task 3 – Preparation of a Soil Removal Report.

Following are descriptions of each of our proposed tasks.

### **Task 1 – Field Activities: Mark out limits of Impacted Soil, Air Monitoring and Collection of Soil Samples**

#### **Excavation Area Markout, Observation, and Air Monitoring**

##### Excavation Area Markout

We will delineate the limits of the lead-impacted soil from Areas A and B prior to contractor commencing excavation. The contractor should contact USA before excavation.

##### Observation

We will observe the excavation of soil from the two designated areas on the Site and onsite stockpiling of the soil. The lead-impacted soil should be temporarily stockpiled at a designated staging area on 10 mil Visqueen plastic sheeting and then covered with Visqueen and secured with sandbags or other securing methods.

##### Construction Best Management Practices

The contractor should implement best management practices (BMPs) consisting of dust control during soil-disturbing activities (e.g., excavation, stockpiling, and loading), stockpile management, onsite traffic management, and operations controls. Following are summaries of each BMP:

- General Dust Control: Airborne dust generation during soil-disturbing activities should be controlled through the use of wet methods. Wet methods include water spray using a hose equipped with a fog-nozzle or a water truck to apply water to areas of planned disturbance prior to and during disturbance.
- Equipment and trucks that are used for excavating and transporting soil should be decontaminated in a designated area before leaving the Site. The contractor is responsible for setting up the decontamination areas and cleaning their equipment to ensure that lead-impacted soil is not transferred to clean areas on the Site or offsite.

- Management of Soil Stockpiles: Soil stockpiles should initially be wetted then kept adequately covered with Visqueen and weighted with sandbags or other securing methods.
- Control of Soil-disturbing Activities: Soil-disturbing activities should be suspended when winds are in excess of 15 miles per hour.

### Airborne Dust Monitoring

We will perform air monitoring to demonstrate that generation of airborne dust is minimized during soil-disturbing activities and to establish a negative exposure condition for site workers and offsite, downwind neighborhood receptors. We will monitor daily meteorological conditions including wind direction and approximate speed to determine upwind and downwind monitoring station placement. We will deploy up to three air monitoring stations equipped with real-time particulate (one upwind and two downwind) and checked hourly.

### Confirmation Soil Sample Collection

Upon completion of the excavations to the planned lateral dimensions and depth, we will collect confirmation soil samples from the sidewalls and base of each excavation for laboratory analysis to assess lead concentrations in soil surrounding and beneath the excavations. In Area A, we will collect one discrete (individual) soil sample approximately every 30 lineal feet along the sidewalls and one discrete soil sample for each approximately 25 feet by 25 feet area of the excavation base. In Area B, we will collect one discrete sample from each sidewall and one discrete sample from the base.

### Stockpile Waste Characterization Soil Sample Collection

We will collect three, four-part composite soil samples from the stockpiled soil (estimated at 304 cubic yards [yd<sup>3</sup>]) for laboratory analysis to characterize the soil either as non-hazardous or non-Resource Conservation and Recovery Act (RCRA)-hazardous waste and for acceptance at appropriate waste disposal facilities. Each 4-part composite soil sample would represent approximately 100 yd<sup>3</sup> of stockpiled soil.

### Potential Additional Excavation and Confirmation Soil Sampling

If lead concentrations in the confirmation soil samples exceed the cleanup goal of 80 mg/kg, then additional excavation of soil and collection of new confirmation samples may be warranted. We would discuss the initial confirmation sample analysis results with you and the area and volume of additional soil to be removed and confirmation samples to be collected before proceeding. In some cases, if lead concentrations in most confirmation samples are less than the cleanup goal and only a few exceed the cleanup goal, then we may use statistical data evaluation to inform decisions regarding the need for further excavation and sampling.

## **Task 2 – Laboratory Analysis of Soil Samples**

### **Confirmation Soil Samples**

Enthalpy Analytical, LLC (EA) of Orange, California will analyze the confirmation soil samples for lead by United States Environmental Protection Agency (EPA) Method 6010B on an expedited turnaround. As described above, the lead concentrations in these samples will be compared to the cleanup goal to determine if further excavation is warranted or not.

### **Soil Stockpile Waste Characterization Samples and Disposal**

EA will analyze the soil stockpile waste characterization samples for:

- Title 22 Metals by EPA Method 6010B;
- Gasoline-, diesel-, and oil-range organics by EPA Method 8015;
- Soluble lead by the Waste Extraction Test (WET) and EPA Method 6010B; and
- Volatile organic compounds by EPA Method 6010B.

Depending on the soluble lead concentrations (if any), testing by the Toxicity Characteristic Leaching Procedure to determine if stockpiled soil may be categorized as federal (RCRA)-hazardous waste may also be required. The laboratory analysis results should be provided to the appropriate (Class II or I) waste disposal facilities by the transporter (hired by the owner) for acceptance of the soil as non-hazardous or non-RCRA-hazardous waste. RCRA-hazardous waste is not anticipated to be generated.

The transporter should haul the waste soil to the accepting waste disposal facility under either non-hazardous or hazardous-waste manifests signed by the owner or their representative. Truckload manifests and disposal facility receipts (weigh tickets) should be provided to Geocon to be included in the final report.

## **Task 3 – Soil Removal Report**

We will prepare a Soil Removal Report documenting the soil removal action. The report will include:

- A description of soil excavation, dust control (if necessary), and stockpiling;
- A qualitative description of soil observations including soil types encountered and any debris or evidence of impacts (staining, odors, etc.);
- A site map depicting the final lateral and vertical extent of the excavations;
- Tabulated soil stockpile characterization and confirmation soil sample analysis results with copies of certified analytical laboratory results included in an appendix; and
- Copies of waste manifests and weigh tickets provided by the transporter from the receiving disposal facility.



## ESTIMATED COSTS

We propose to perform the scope of services as described herein on a time-and-materials basis for the not-to-exceed fee of \$24,900. Our estimated costs are based upon estimated quantities of excavated soil and transportation and disposal costs of waste types at either of two separate waste disposal facilities using available site data. Actual quantities and types of waste may vary from those estimated herein.

Estimated costs are valid for a period of 60 days from the date of this request for change order. Consultation services outside of/beyond the services described herein would be billed on a “time and materials” basis in accordance with the enclosed *2019 Schedule of Fees/Terms and Conditions*, which are incorporated into and made a part of this change order, and would be additive to the proposed fee. If we encounter unforeseen conditions, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees.


We have prepared this change order with the understanding that this is not a prevailing wage project. If Client should conclude this is a prevailing wage project, please so advise Geocon in writing immediately. If failure to so advise Geocon results in the imposition of fines, penalties, claims or damages against Geocon, Client will reimburse Geocon for all costs and expenses.

Should you have any questions regarding this correspondence, or if we may be of further service, please contact the undersigned at your convenience.

Sincerely,

**GEOCON WEST, INC.**

  
Troy K. Reist, CEG  
Senior Geologist/Vice President

  
Lisa A. Battiato, CEG, LEEP AP  
Senior Geologist/Regional Manager

Attachments: AGREEMENT FOR ADDITIONAL PROFESSIONAL SERVICES  
Figure 1 – Vicinity Map  
Figure 2 – Area A Soil Removal Map  
Figure 3 – Area B Soil Removal Map

**AGREEMENT FOR ADDITIONAL  
PROFESSIONAL SERVICES**

**Geocon Project No.:** T2883-77-03A  
**Contract Date:** September 23, 2019  
**Project:** Proposed Norton Science and Language Academy and Head Start Facility

**Change Order No.:** 4  
**Date:** May 1, 2020

**Client's Name:** Lewis Center for Education Research  
**Client's Address:** 17500 Mana Road  
Apple Valley, CA 92307  
**Attention:** Mr. David Gruber

We hereby agree to make the changes specified in Project No. T2883-77-03A  
Dated September 23, 2019+ CO2 and CO 3, for: ..... \$17,600

Proposed Change Order Contract Amount: ..... \$24,900  
(Geocon Project No. T2883-77-03A,)

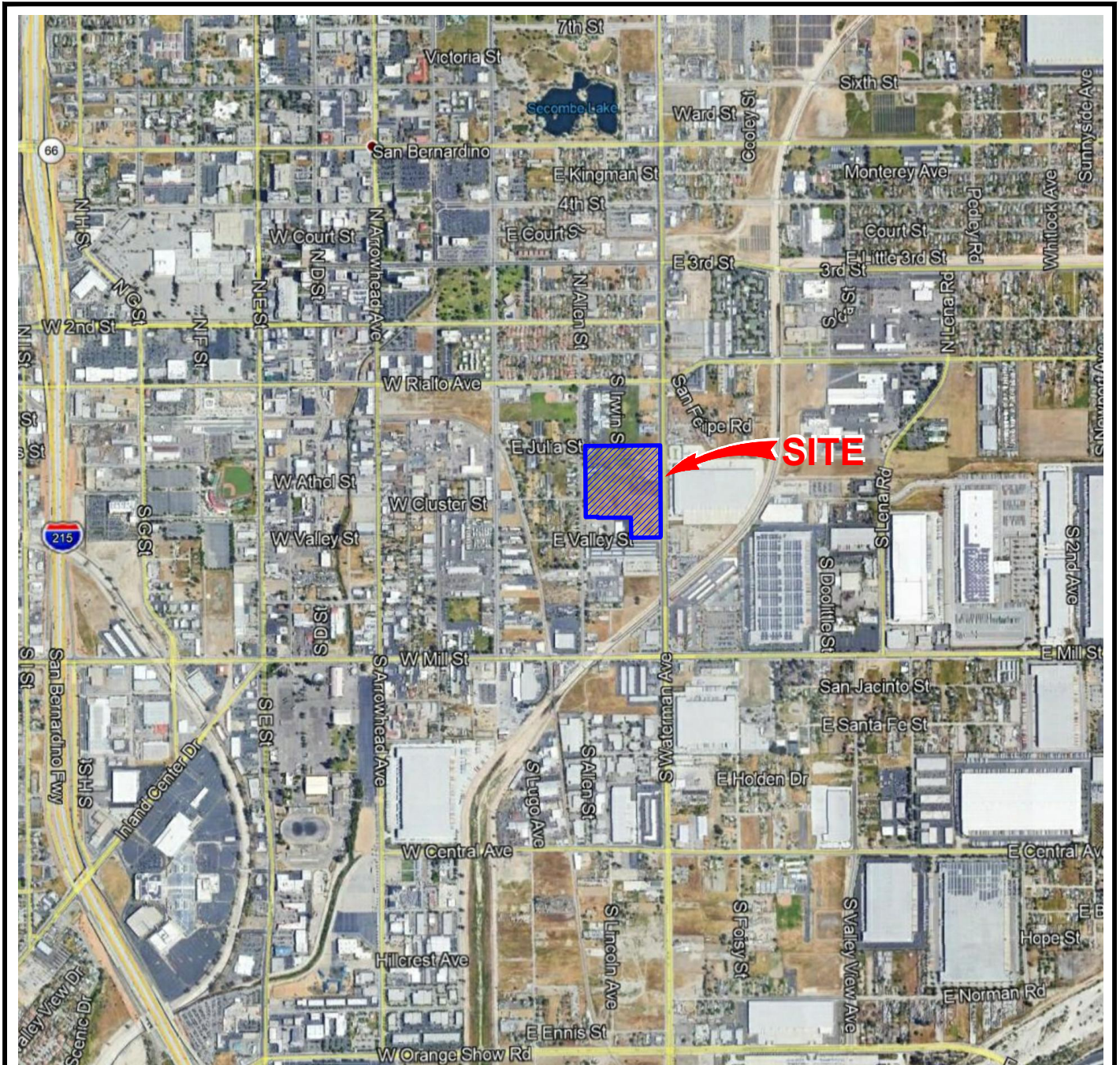
Revised Contract Amount: ..... \$42,500  
(Geocon Project No. T2883-77-03A)

**Authorized Signature (Geocon):** \_\_\_\_\_  
**Troy Reist, Vice President**

**Accepted: The above estimated fees/costs relating to this Change Order are satisfactory and are hereby accepted. All services to be performed under same terms and conditions as specified in the original Contract.**

**Authorized Signature (Client/Owner):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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NO SCALE

### VICINITY MAP

**GEOCON**  
WEST, INC.



GEOTECHNICAL ENVIRONMENTAL MATERIALS  
41571 CORNING PLACE, SUITE 101, MURRIETA, CA 92562-7065  
PHONE 951-304-2300 FAX 951-304-2392

PROPOSED NORTON ACADEMY  
AND HEAD START FACILITY  
SAN BERNARDINO, CALIFORNIA

RM / AML

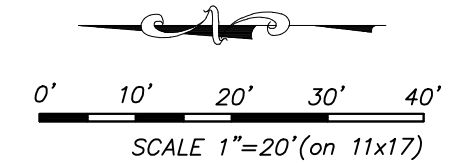
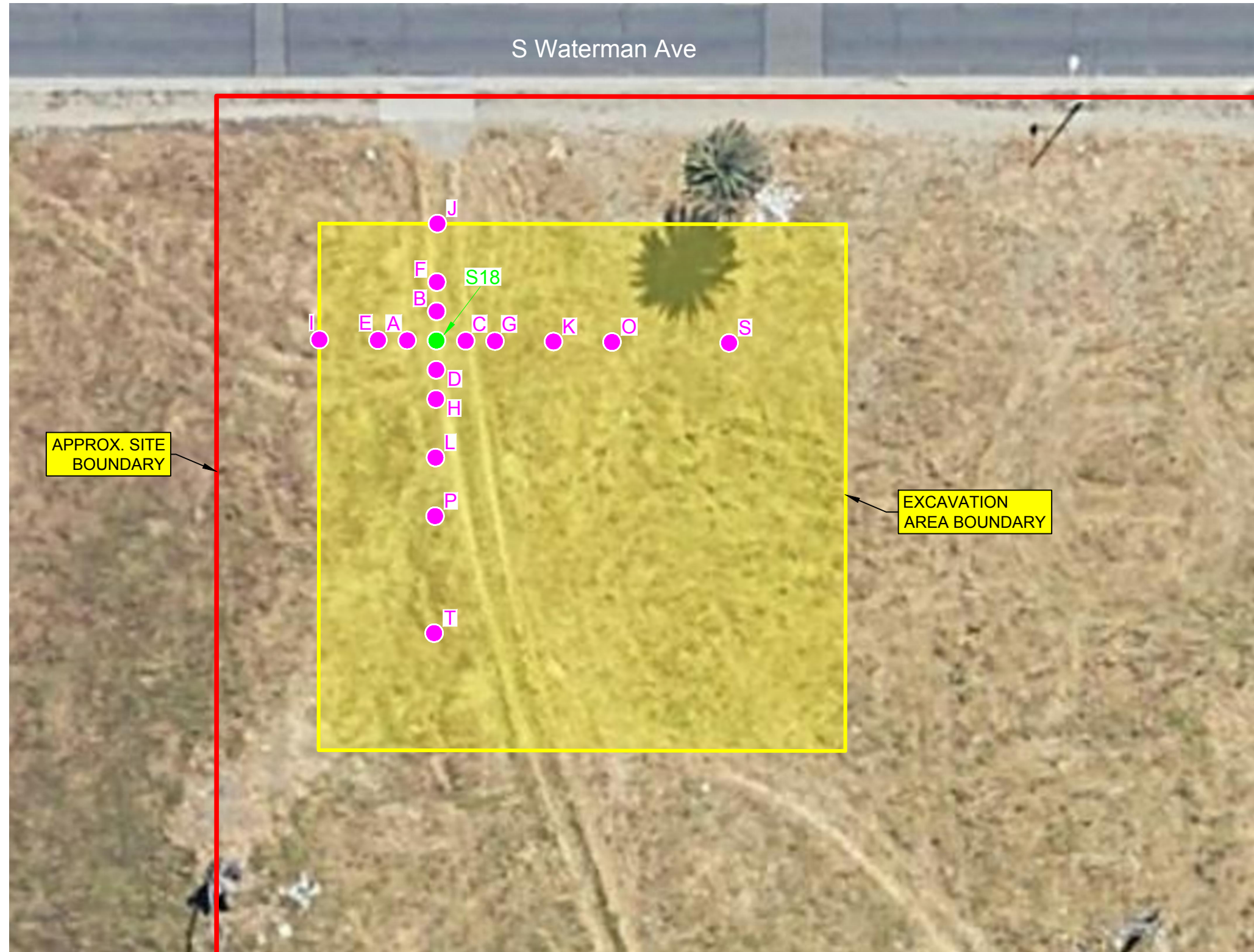
DSK/GTYPD

DATE MAY 2020

PROJECT NO. T2883 - 77 - 03A

FIG. 1

PROPOSED NORTON ACADEMY  
AND HEAD START FACILITY  
SAN BERNARDINO, CALIFORNIA



APPROX. SITE  
BOUNDARY

EXCAVATION  
AREA BOUNDARY

**DETAIL "A"**

**GEOCON LEGEND**

- S18 .....APPROX. LOCATION OF AGRICULTURAL AREA ASSESSMENT SAMPLE
- T .....APPROX. LOCATION OF S18 STEP OUT SAMPLE
- .....PROPOSED EXCAVATION AREA TO A DEPTH OF 1 FOOT. APPROX. 300 YDS<sup>3</sup>

**GEOCON**  
WEST, INC.  
GEOTECHNICAL ENVIRONMENTAL MATERIALS  
41571 CORNING PLACE, SUITE 101, MURRIETA, CA 92562-7065  
PHONE 951-304-2300 FAX 951-304-2392

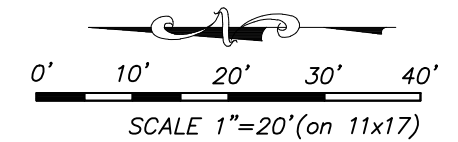
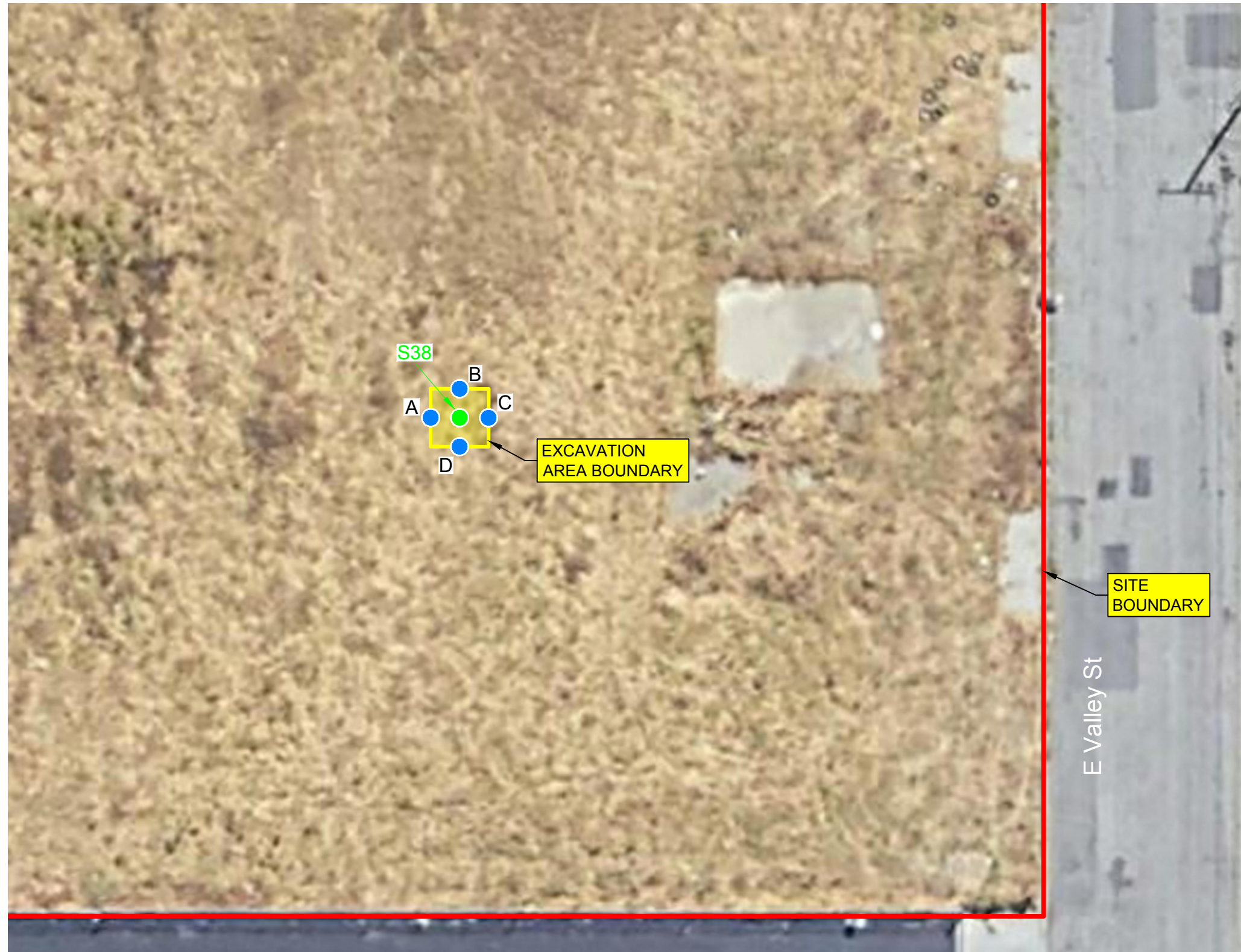
PROJECT NO. T2883 - 77 - 03A

FIGURE 2  
DATE MAY 2020

**AREA A REMOVAL MAP**

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PROPOSED NORTON ACADEMY  
AND HEAD START FACILITY  
SAN BERNARDINO, CALIFORNIA



GEOCON LEGEND

- S38 ..... APPROX. LOCATION OF AGRICULTURAL AREA ASSESSMENT SAMPLE
- D ..... APPROX. LOCATION OF S38 STEP OUT SAMPLE
- ..... PROPOSED EXCAVATION AREA TO A DEPTH OF 1 FOOT. APPROX. 3.7 YDS<sup>3</sup>

**DETAIL "B"**

**GEOCON**  
WEST, INC.  
GEOTECHNICAL ENVIRONMENTAL MATERIALS  
41571 CORNING PLACE, SUITE 101, MURRIETA, CA 92562-7065  
PHONE 951-304-2300 FAX 951-304-2392



PROJECT NO. T2883 - 77 - 03A

FIGURE 3

DATE MAY 2020

**AREA B REMOVAL MAP**

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# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 5th day of May in the year Two Thousand Twenty  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Norton Science and Language Academy  
17500 Mana Road  
Apple Valley, CA 92307

Owner Representative  
Charter School Property Solutions  
2505 Anthem Village Dr., Suite E-390  
Henderson, NV 89052

and the Contractor:  
*(Name, legal status, address and other information)*

Near-Cal Corp  
512 Chaney St.  
Lake Elsinore, CA 92530

for the following Project:  
*(Name, location and detailed description)*

ROUGH GRADING & ASSOCIATED WORK. ONSITE ONLY  
NSLA - 230 S. Waterman Ave  
San Bernardino, CA  
HEAD START - 305 Allen St.  
San Bernardino, CA

The Architect:  
*(Name, legal status, address and other information)*

TSK Architects  
316 W. 2<sup>nd</sup> Street  
Penthouse  
Los Angeles, CA 90012

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. No later than May 15, 2020
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

Not later than Sixty ( 60 ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Seven Hundred and Thirty-Two Thousand, Eight Hundred and Two Dollars (\$ 732,802.00)**, subject to additions and deductions as provided in the Contract Documents.

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Pencil Draw to take place on 4<sup>th</sup> week of month and projected to the end of the month. Required to go to Architect no later than 10<sup>th</sup> day of the following month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of the following month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty ( 20 ) days after the Architect receives the Application for Payment. Subject to Lender Requirements  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.



§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

#### 10% Ten Percent

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

#### General Conditions and Insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Reduce to 5% Retention After Pad Delivery.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

5 % Five Percent

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Larry Reider

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Charter School Property Solutions  
2505 Anthem Village Dr., Suite E-390  
Henderson, NV 89052

Larry Rieder  
lrieder@csp.us.com  
Tom O'Neil  
Tom.oneil55@gmail.com

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Near-Cal Corp  
512 Chaney St.  
Lake Elsinore, CA 92530

Steve Lewis  
stevel@nearcal.com  
(951) 445-3766

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

Init.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor  
*(Paragraph deleted)*
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings – See Exhibit B

Number	Title	Date
--------	-------	------

.6 Specifications – See Exhibit B

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any: – See Exhibit B

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

.9 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

- 9.1 Exhibit A - Contract Qualifications
- 9.2 Exhibit B - Contract Documents
- 9.3 Exhibit C - Cost Breakdown

This Agreement entered into as of the day and year first written above.

Owner Representative	Near-Cal Corp
Charter School Property Solutions	

\_\_\_\_\_  
**OWNER** *(Signature)*  
 Lawrence Rieder President  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*  
 Carl Johnson President  
 \_\_\_\_\_  
*(Printed name and title)*

# NEAR-CAL CORP.

GENERAL CONTRACTORS

## Exhibit A – Contract Qualifications

Updated: 5-5-2020

NSLA/Head Start -Rough Grading

### Exclusions:

1. Security guard. Owner to provide if needed.
2. Costs of test and inspections.
3. Soil stabilization and de-watering.
4. Drying of saturated soil.
5. Remediation of unforeseen conditions.
6. Cost of City and utility, permit fees, charges, assessments or meter fees if any. Contractors to pay for subtrade permits.
7. Cost of utility relocation.
8. Removal and/or handling of any hazardous waste.
9. Cost of builders risk insurance (property insurance)
10. Haul off of hidden debris
11. Responsible for any unclassified excavation (This is under 321 2000 Earthwork 3.4A Unclassified Excavation. Essentially this holds the contractor responsible for any hidden conditions or obstacles which is not per the contract language in any AIA contract form. We cannot be held responsible for hidden conditions.)
12. Cost of seeding and removal in area not worked on in 7 days
13. Prevailing wage for grading and underground utilities at Head Start.

### Clarifications:

1. GC insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate and \$20,000,000 for excess.
2. Sub trade insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate.
3. Cost includes excavation and stock pile of lead comminated soil of 304 cubic yards. Does not include haul off. Unit cost to go above this amount, as directed by Geocon, will be \$36.85/ton.

## EXHIBIT B

**Norton Science and Language Academy  
230 South Waterman Ave  
San Bernardino, CA 92410  
04/29/2020**

### Plans & Specifications Prepared By:

**TSK Architects  
316 West 2<sup>nd</sup> Street  
Los Angeles, CA 90012**

**Kimley Horn  
660 S. Figueroa St. #2050  
Los Angeles, CA 90017**

**Hongjoo Kim Landscape Architects  
7114 W. Olympic Blvd. #700  
Los Angeles, CA 90015**

**KPFF Consulting Engineers  
700 S. Flower St #2100  
Los Angeles, CA 90017**

**IMEG Corp  
901 Via Piemonte #400  
Ontario, CA 91764**

**GEOCON West, Inc.  
41571 Corning Place, Suite 101  
Murrieta, CA 92562**

<u>REPORTS</u>	<u>DESCRIPTION</u>	<u>DATE</u>
SOILS REPORT	GEOTECHNICAL INVESTIGATION	11/19/2019
SPECIFICATIONS	PROJECT MANUAL	02/18/2020
RFI'S	RFI LOG #5C AND ALL LISTED ATTACHMENTS	03/18/2020
PROPOSAL	LETTER FROM GEOCON	02/14/2020
<u>CIVIL</u>		
C01	COVER SHEET	02/18/2020
C02	GENERAL NOTES	02/18/2020
C03	DEMOLITION PLAN	02/18/2020
C04	DEMOLITION PLAN (HEADSTART)	02/18/2020
C05	HORIZONTAL CONTROL PLAN (FOR REFERENCE ONLY)	02/18/2020
C06	HORIZONTAL CONTROL PLAN (FOR REFERENCE ONLY)	02/18/2020
C07	HORIZONTAL CONTROL PLAN (FOR REFERENCE ONLY)	02/18/2020
C07	HORIZONTAL CONTROL PLAN (FOR REFERENCE ONLY)	02/18/2020
C08	HORIZONTAL CONTROL PLAN (HEADSTART) (FOR REFERENCE ONLY)	02/18/2020
C09	SITE PLAN (FOR REFERENCE ONLY)	02/18/2020
C10	SITE PLAN (FOR REFERENCE ONLY)	02/18/2020
C11	SITE PLAN (FOR REFERENCE ONLY)	02/18/2020
C12	SITE PLAN (HEADSTART) (FOR REFERENCE ONLY)	02/18/2020
C13	PAVING PLAN (FOR REFERENCE ONLY)	02/18/2020
C14	PAVING PLAN (HEADSTART) (FOR REFERENCE ONLY)	02/18/2020
C15	GRADING AND DRAINAGE PLAN	02/18/2020
C16	GRADING AND DRAINAGE PLAN	02/18/2020
C17	GRADING AND DRAINAGE PLAN	02/18/2020
C18	GRADING AND DRAINAGE PLAN (HEADSTART)	02/18/2020
C19	SECTIONS	02/18/2020
C20	SECTIONS CONTINUATION	02/18/2020
C21	SCETIONS CONTINUATION	02/18/2020
C22	UTILITY PLAN (FOR REFERENCE ONLY)	02/18/2020
C23	UTILITY PLAN (FOR REFERENCE ONLY)	02/18/2020
C24	UTILITY PLAN (FOR REFERENCE ONLY)	02/18/2020
C25	UTILITY PLAN (HEADSTART) (FOR REFERENCE ONLY)	02/18/2020
C26	CONSTRUCTION DETAILS (FOR REFERENCE ONLY)	02/18/2020
C27	CONSTRCUION DETAILS (FOR REFERENCE ONLY)	02/18/2020
C28	EROSION CONTROL PLAN	02/18/2020

C29	EROSION CONTROL PLAN (HEADSTART)	02/18/2020
C30	EROSION CONTROL DETAILS	02/18/2020
C31	CONDITIONS OF APPROVAL	02/18/2020
C32	TENTATIVE PARCEL MAP (FOR REFERENCE ONLY)	02/18/2020
C33	TENTATIVE PARCEL MAP (FOR REFERENCE ONLY)	02/18/2020
C34	TENTATIVE PARCEL MAP (FOR REFERENCE ONLY)	02/18/2020
C35	TENTATIVE PARCEL MAP (FOR REFERENCE ONLY)	02/18/2020

NEAR-CAL CORP  
NSLA HS  
Grading Only  
5/5/2020

EXHIBIT C  
COST BREAKDOWN

Charter School  
ON-SITE

GENERAL CONDITIONS		\$	134,548
SURVEY		\$	15,350
SOIL CONTAMINATED BY LEAD-EXCAVATION AND STOCKPILE		\$	11,250
TEMP SITE LIGHTING		\$	20,000
DUST CONTROL		\$	50,000
EROSION CONTROL		\$	20,000
QSP		\$	7,500
TEMP FENCE		\$	16,853
GRADING WATER		\$	45,000
EARTHWORK		\$	373,802
<hr/>			
SUB TOTAL		\$	694,303
FEE	4.50%	\$	31,244
SUBTOTAL		\$	725,546
INSURANCE	1.00%	\$	7,255
TOTAL		\$	732,802



GENERAL CONDITIONS (NCC WORK) BUILDINGS  
 ON/OFF SITE, HEADSTART, K-12  
 LOCATION: SAN BERNARDINO

5/4/2020

TIME: 1.50 MO 6.53 WKS 46 DAYS

DESCRIPTION	QUANTITY	UNIT PRICE	TIME DEPENDENT	NOT TIME DEPENDENT	GRAND TOTAL
SUPERINTENDENT #1	6.5 WKS	\$2,905	\$18,955		\$18,955
SUPERINTENDENT #2	0.0 WKS	\$2,905	\$0		\$0
SUPERINTENDENT SITE	0.0 WKS	\$2,905	\$0		\$0
PROJECT MANAGER	6.5 WKS	\$4,800	\$31,320		\$31,320
COORDINATOR	6.5 WKS	\$1,200	\$7,830		\$7,830
PROJECT ACCOUNTANT	6.5 WKS	\$1,200	\$7,830		\$7,830
PROJECT ENGINEER	0.0 WKS	\$1,750	\$0		\$0
TOTAL SUPERVISION	6.5 WKS	\$17,665	\$65,935		\$65,935
LABOR	0.0 WKS	\$3,000	\$0		\$0
TELEPHONE	1.5 MO	\$1,500	\$2,250		\$2,250
ELECTRIC	1.5 MO	\$1,000	\$1,500		\$1,500
WATER	1.5 MO	\$400	\$600		\$600
TOILETS	1.5 MO	\$1,200	\$1,800		\$1,800
3RD PARTY PREVAILING WAGE	0.0 LS	\$30,000	\$0		\$0
SHEDS	1.5 MO	\$0	\$0		\$0
TRAILER	1.5 LS	\$1,500	\$2,250		\$2,250
GAS	1.5 MO	\$700	\$1,050		\$1,050
CAR ALLOWANCE	1.5 MO	\$475	\$713		\$713
DRINK WATER	1.5 MO	\$300	\$450		\$450
LODGING	1.5 MO	\$0	\$0		\$0
PLANE TICKETS	1.5 MO	\$0	\$0		\$0
OFFICE SUPPLIES	1.5 MO	\$200	\$300		\$300
CAR RENTAL	1.5 MO	\$600	\$900		\$900
COMPUTER	1.5 MO	\$400	\$600		\$600
MISC	0.0 LS	\$5,000	\$0		\$0
HARDWARE	1.0 LS	\$5,000		\$5,000	\$5,000
EQUIPMENT	1.0 LS	\$10,000		\$10,000	\$10,000
LODGING	1.5 MO	\$0		\$0	\$0
SUBSISTANCE	1.5 LS	\$0		\$0	\$0
TEMP POWER BOXES	0.0 LS	\$10,000		\$0	\$0
TEMP LIGHTS	1.0 LS	\$0		\$0	\$0
PERMITS	0.0 LS	\$5,000		\$0	\$0
POWER POLES	1.0 LS	\$32,000		\$32,000	\$32,000
SIGN	1.0 LS	\$0		\$0	\$0
BARRICADES	1.0 LS	\$0		\$0	\$0
FINAL CLEAN-UP	0.0 LS	\$40,000		\$0	\$0
SITE CLEAN UP	1.0 LS	\$0		\$0	\$0
METER FEES	1.0 LS	\$0		\$0	\$0
TRASH BINS	0.0 LS	\$90,000		\$0	\$0
K-RAILS	1.0 LS	\$0		\$0	\$0
SECURITY	15.0 MO	\$0		\$0	\$0
WATER TRUCK DRIVER	15.0 MO	\$0		\$0	\$0
TEMP FENCE	1500 LF	\$0.00		\$0	\$0
WARRENTY	1.0 LS	\$0		\$0	\$0
PROJECT SIGNS	1.0 LS	\$1,200		\$1,200	\$1,200
PLANS	0.0 LS	\$2,000		\$0	\$0
MULE	0.5 EA	\$16,000		\$8,000	\$8,000
CERTIFIED PAYROLL	1.0 LS	\$0		\$0	\$0
TOTALS			\$78,348	\$56,200	\$134,548
COST PER MONTH			\$52,232	\$37,467	\$89,698
COST PER WEEK			\$12,007	\$8,613	\$20,620
COST PER DAY			\$1,715	\$1,230	\$2,946

TIME DEPENDENT NOT TIME DEPENDENT GRAND TOTAL



# AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

ROUGH GRADING & ASSOCIATED WORK. ONSITE ONLY

NSLA - 230 S. Waterman Ave  
San Bernardino, CA

HEAD START - 305 Allen St.  
San Bernardino, CA

### THE OWNER:

*(Name, legal status and address)*

Norton Science and Language Academy  
17500 Mana Road  
Apple Valley, CA 92307

Owner Representative  
Charter School Property Solutions  
2505 Anthem Village Dr., Suite E-390  
Henderson, NV 89052

### THE ARCHITECT:

*(Name, legal status and address)*

TSK Architects  
316 W. 2<sup>nd</sup> Street  
Penthouse  
Los Angeles, CA 90012

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

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

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required



submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

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

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### § 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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



## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.



§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.





## TERM SUMMARY

California Enterprise Development Authority  
**Norton Science and Language Academy**  
Series 2020 Financing

---

*If you find this proposal acceptable, please confirm by emailing your agreement of the terms in this sheet. Thank you for your consideration.*

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### Overview

<b>Estimated Proceeds:</b>	Not to exceed \$41,500,000 of total proceeds
<b>Structure:</b>	<b>Limited public offering</b>
<b>Issuer:</b>	California Enterprise Development Authority
<b>Borrower:</b>	230 South Waterman Avenue, LLC
<b>Lessee:</b>	The Lewis Center for Education Research
<b>Purchaser:</b>	Funds and/or accounts managed by Nuveen and/or its affiliates
<b>Trustee:</b>	Wilmington Trust, N.A.
<b>Purpose:</b>	Construction of K-12 Facility and Head Start building Fund a Debt Service Reserve Fund, Capitalized Interest Fund (if applicable)
<b>Security:</b>	Gross revenue pledge of the School and a leasehold mortgage interest in the financed property, excluding the Head Start Building A Lease Blocked Account Agreement will be in place.

## Sources and Uses

SOURCES AND USES OF FUNDS			
CEDA Education Lease Revenue Bonds			
NSLA Series 2020A&B			
6.25% TE Rate/7.25% TX Rate, 38yr Final Maturity			
**Preliminary, Subject to Change**			
Sources:	Tax-Exempt Education Revenue Bonds, Series 2020A	Taxable Education Revenue Bonds, Series 2020B	Total
Bond Proceeds:			
Par Amount	40,630,000.00	15,000.00	40,645,000.00
	40,630,000.00	15,000.00	40,645,000.00
Uses:	Tax-Exempt Education Revenue Bonds, Series 2020A	Taxable Education Revenue Bonds, Series 2020B	Total
Project Fund Deposits:			
Norton New Money (Facility)	35,085,650.00		35,085,650.00
Other Fund Deposits:			
Debt Service Reserve Fund	2,837,077.59	1,047.41	2,838,125.00
Capitalized Interest Fund (Through 3/1/2021)	1,890,535.23	697.96	1,891,233.19
	4,727,612.82	1,745.37	4,729,358.19
Delivery Date Expenses:			
Cost of Issuance	410,528.91	4,471.09	415,000.00
Underwriter's Discount	402,071.03	4,378.97	406,450.00
	812,599.94	8,850.06	821,450.00
Other Uses of Funds:			
Additional Proceeds	4,137.24	4,404.57	8,541.81
	40,630,000.00	15,000.00	40,645,000.00

Cost of Issuance includes underwriter's discount, legal fees, and other deal related costs

***Sources and Uses are preliminary and subject to change***

### Summary of the Bonds

<b>Tax-exempt:</b>	Approximately \$40,645,000
<b>Tax-exempt rate:</b>	6.25% with a 38-year amortization
<b>Taxable rate:</b>	<b>TBD</b> (should it be needed)
<b>Estimated Closing Date</b>	Week ending Friday, June 5, 2020
<b>Maturity:</b>	July 1, 2058 (38 years)
<b>Interest only Period:</b>	up to July 1, 2022
<b>Capitalized Interest:</b>	March 1, 2021
<b>Interest Basis:</b>	30/360
<b>Interest Payment Dates:</b>	Semi-annual on July 1, and January 1, commencing on July 1, 2020
<b>Principal Payment Dates:</b>	Annual on July 1, commencing on July 1, 2022
<b>Call provisions:</b>	Tax-exempt: 7 years @ 102%, 8 years @ 101%, 9 years @ par
<b>Denominations:</b>	Fully registered form in principal denominations of \$25,000 and integral multiples of \$5,000 in excess thereof, subject to issuer policies.
<b>Covenants:</b>	As specified in draft legal documents, unless negotiated otherwise between parties.

### Interested Parties

<b>Financial Advisor</b>	Urban Futures
<b>Underwriter:</b>	Co-Managers: BB&T Capital Markets, a division of BB&T Securities, LLC, RBC Capital Markets, LLC
<b>Bond Counsel:</b>	Kutak Rock
<b>Borrower's Counsel:</b>	Young, Minney, and Corr, LLP
<b>Underwriter's Counsel:</b>	Ice Miller LLP
<b>Purchaser Counsel:</b>	Ballard Spahr

**High Desert “Partnership in Academic Excellence” Foundation, Inc. dba  
Lewis Center for Educational Research**  
17500 MANA ROAD, APPLE VALLEY, CA 92307 (760) 946-5414 (760) 946-9193 FAX

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**RESOLUTION NO. 2020 – 04  
2020 BOND FINANCING RESOLUTION**

The Board of Directors (the “Board”) of The High Desert ‘Partnership in Academic Excellence’ Foundation, Incorporated, a California nonprofit public benefit corporation (the “Corporation” or “Lessee”), dba Lewis Center for Educational Research, hereby adopts the following Resolutions:

**WHEREAS**, the Corporation is organized for charitable purposes;

**WHEREAS**, the specific and primary purposes of the Corporation is to operate a public charter school;

**WHEREAS**, the Corporation operates two public charter schools known as The Academy for Academic Excellence (“AAE”) and Norton Science and Language Academy (“NSLA”) (together, the “Schools”);

**WHEREAS**, the Corporation currently operates NSLA on the property located at 503 E. Central Ave., San Bernardino, California 92408, but will be building a facility at the property located at 230 South Waterman Avenue, San Bernardino, California 92408, for use by NSLA;

**WHEREAS**, the California Enterprise Development Authority (the “Authority”) proposes to issue its Charter School Revenue Bonds (Norton Science and Language Academy Project), Tax-Exempt Series 2019A (the “Series 2020A Bonds”) and its Charter School Revenue Bonds (Norton Science and Language Academy Project), Taxable Series 2020B (the “Series 2019B Bonds” and together with the Series 2020A Bonds, the “Series 2020 Bonds”) in a maximum aggregate amount not to exceed \$42,000,000 pursuant to an Indenture of Trust dated June 1, 2020 (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee thereunder (the “Trustee”);

**WHEREAS**, the Authority proposes to make a loan (the “Loan”) of the proceeds of the Series 2020 Bonds to 230 South Waterman Road LLC (the “Borrower”), a California limited liability company whose sole member is the Lessee, pursuant to the terms of the Indenture and a Loan Agreement dated June 1, 2020 (the “Loan Agreement”) by and between the Authority and the Borrower;

**WHEREAS**, the Borrower proposes to use the proceeds of the Loan for, among other things, (i) financing or refinancing the costs of the acquisition, renovation, improvement, furnishing and equipping of land and educational facilities to be leased to the Lessee for use as a charter school located at 230 South Waterman Avenue, San Bernardino, California (the “Series 2020 Facilities”) and of the Head Start Facility for the benefit of the County of San Bernardino; (ii) funding a debt service reserve fund for the Series 2020 Bonds; (iii) paying capitalized interest on the Series 2020 Bonds; and (iv) paying certain expenses incurred in connection with the issuance of the Series 2020 Bonds (collectively, the “NSLA Project”);

**WHEREAS**, the property on which the Series 2020 Facilities will be constructed is owned in undivided 50/50 shares by the City of San Bernardino (“City”) and the County of San Bernardino (“County”);

**WHEREAS**, the City and County and the Borrower shall shortly enter into a Ground Lease Agreement, and the County and the Corporation shall shortly enter into a Improvement Agreement, for the Borrower’s use to construct the Series 2020 Facilities and Corporation’s use to construct the Head Start facilities, respectively;

**WHEREAS**, Borrower proposes to sublease the Series 2020 Facilities to the Corporation for use and occupation by NSLA pursuant to one or more sublease agreements (the “Leases”);

**WHEREAS**, Lessee is the sole member of Borrower, which will be the (“Lessor”) under the Leases;

**WHEREAS**, the Corporation proposes to secure or support the obligations of the Corporation under the Leases and the obligations of the Borrower with respect to the Series 2020 Bonds by, among other things, (i) a pledge of the gross revenues of the NSLA School and (ii) a Lease Blocked Account, by and between the Lessee and the Trustee, as custodian thereunder (the “Lease Blocked Account Agreement”);

**WHEREAS**, the revenues of the Corporation derived from its operation of AAE, the Goldstone Apple Valley Radio Telescope (“GAVRT”) Radio Astronomy Program, the Apple Valley Center for Innovation (“AVCI”), and the Lewis Center Foundation (the “Foundation”) will not be pledged to the repayment of the Series 2020 Bonds, and the facilities from which the Lessee operates AAE, GAVRT, AVCI, and the Foundation are not pledged to secure the Series 2020 Bonds;

**WHEREAS**, BB&T Capital Markets, a division of BB&T Securities, LLC, on its own behalf and as the representative (the “Representative”) of itself and RBC Capital Markets, LLC as the underwriters (together, the “Underwriters”) proposes to underwrite the Series 2020 Bonds pursuant to a bond purchase agreement (the “Bond Purchase Agreement”) by and among the Underwriters, the Authority, the Borrower, and the Lessee, and a Limited Offering Memorandum (the “Limited Offering Memorandum”), describing the Authority, the Corporation, the Borrower, the NSLA Project and the Bonds;

**WHEREAS**, the Board finds that the terms of the foregoing transactions (collectively, the “Transactions”), including the Leases, are fair and reasonable as to the Corporation, the Borrower and NSLA under the circumstances, are in the best interests of the Corporation, the Borrower and NSLA, and in furtherance of the charitable purposes of the Corporation;

**WHEREAS**, the Board desires that the Corporation and the Borrower take all actions necessary or advisable to facilitate the Transactions;

**NOW, THEREFORE, BE IT RESOLVED**, that, the Board approves the Transactions and authorizes the execution, delivery and performance by the Corporation and Borrower of the documents and agreements listed on Schedule 1 attached hereto (collectively, the “Primary Transaction Documents”) to which the Corporation or Borrower may be a party and all such other documents, instruments and agreements as may be necessary or advisable to facilitate the Transactions (collectively, the “Transaction Documents”);

**RESOLVED FURTHER**, that the Board hereby ratifies and confirms that (i) as of May 26, 2020, the persons named below had been duly selected as directors of the Corporation, held the offices of the Corporation set opposite their respective names, and had terms of office ending on the respective dates indicated, and (ii) as of the date hereof, the directors and officers of the Corporation, and the respective terms of office, continue to be as set forth below, and (iii) that the Board appoints the individuals listed below, and each of them individually (each, an “Authorized Signatory”), as authorized signatories of the Corporation for purposes of executing the Transaction Documents on behalf of the Corporation:

<b>Name</b>	<b>Position</b>	<b>Term Ends</b>
Kevin Porter	Chairman	2025
Sharon Page	Vice Chairman	2024
Jessica Rodriguez	Secretary	2025
David Rib	Treasurer	2024
Dr. Patricia Caldwell	Director	2024
Torii Gray	Director	2025
Jim Morris	Director	2023
Dr. Omari Onyango	Director	2024
David Rib	Director	2024
Rick Wolf	Director	2024

**RESOLVED FURTHER**, that any deficiencies in any prior action, appointment, election, minutes or records of the of directors or officers of the Corporation are hereby corrected to conform to this resolution;

**RESOLVED FURTHER**, that the Board appoints the individual listed below (“Authorized Signatory”, with all authorized signatories referred to as “Authorized Signatories”), as authorized signatories of the Borrower for purposes of executing the Transaction Documents on behalf of Borrower:

**1. Lisa Lamb**

**RESOLVED FURTHER**, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation or the Borrower, as applicable, to execute, deliver, approve, and, as appropriate, declare final the Transaction Documents, in the forms that have been presented to the Board for approval or with such amendments or modifications thereto as an Authorized Signatory may approve as necessary or advisable, and all such other escrow agreements, leases, security agreements, account control agreements, subordination, non-disturbance and attornment agreements, tax certificates, tax and regulatory compliance agreements, disclosure agreements, assignments, indemnification agreements, guaranties, subordination agreements, letters of representation, notices, certificates, and other documents, agreements, or instruments or amendments to any of the foregoing, as an Authorized Signatory may approve as necessary or advisable to facilitate the Transactions, each with such additions, deletions or changes therein as the Authorized Signatory executing the same shall approve (the execution and delivery thereof by any such Authorized Signatory to be conclusive evidence of his or her approval of any such document, agreement, instrument, amendment, addition, deletion or change);

**RESOLVED FURTHER**, that NSLA may apply for grant funds under the Charter School Facility Grant Program to be applied to costs associated with facility rents under the Leases, if eligible to do so;

**RESOLVED FURTHER**, that the Corporation hereby ratifies and confirms the acts of its officers, agents or employees taken on behalf of the Corporation or Borrower in connection with the Transactions;

**RESOLVED FURTHER**, that by the adoption of these resolutions, the Board hereby reconfirms, ratifies and adopts all prior actions of the Board which may have previously been taken in connection with the Transactions;

**RESOLVED FURTHER**, that all prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict;

**RESOLVED FURTHER**, that these resolutions shall take effect and be in full force immediately after their adoption by the Board; and

**RESOLVED FURTHER**, that the Authorized Signatories, and each of them individually, are authorized and directed, for and in the name and on behalf of the Corporation or the Borrower, as applicable, to approve, execute and deliver any and all documents, instruments and agreements, and to perform or cause to be performed any and all acts as may, in their judgment, be necessary or desirable to accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby and by the agreements therein approved, and any such documents, instrument or agreements so executed and delivered or actions taken by them or any of them shall be conclusive evidence of their authority in so doing.

### **Certificate of Secretary**

The undersigned certifies that the undersigned is the duly appointed and acting Secretary of the Corporation, and that the foregoing is a true and correct copy of Resolutions that were duly adopted on May 26, 2020, by the majority vote of the directors of the Corporation present at a meeting of the board of directors of the Corporation duly held on such date in compliance with the bylaws of the Corporation, and while a quorum was present.

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary of the Corporation this \_\_\_\_ day of May 2020.

---

Jessica Rodriguez, Secretary



## Schedule 1

### Transaction Documents

1. Bond Purchase Agreement.
2. Indenture.
3. Bonds.
4. Loan Agreement.
5. Leases.
6. [Assignment of Improvement Agreement.](#)
7. Deed of Trust.
8. Promissory Notes.
9. Continuing Disclosure Agreement.
10. Tax Regulatory Agreement.
11. Limited Offering Memorandum.
12. Lease Blocked Account Agreement.



# AIA<sup>®</sup> Document A102™ – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 8th day of May in the year 2020  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
*(Name, legal status, address and other information)*

230 South Waterman Avenue, LLC  
17500 Mana Road  
Apple Valley, CA 92307

and the Contractor:  
*(Name, legal status, address and other information)*

Near-Cal Corp  
512 Chaney Street  
Lake Elsinore, CA 92530

for the following Project:  
*(Name, location and detailed description)*

NSLA CHARTER SCHOOL  
230 S. WATERMAN AVE.  
SAN BERNARDINO, CA

The Architect:  
*(Name, legal status, address and other information)*

TSK Architects  
316 W. 2<sup>nd</sup> Street  
Penthouse  
Los Angeles, CA 90012

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. Contract to start 5 days or Receipt of Notice. Project to start no later than **May 15, 2020**.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date: NSLA Buildings C & D and needed sitework to obtain a TCO, May 1, 2021. (Temporary Certificate of Occupancy). **Balance of buildings and site to receive TCO no later than July 1, 2021.**

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

#### ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)*

4.5% of cost

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

4.5% for additional scope

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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15%

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
SEE EXHIBIT A		

§ 5.1.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable § 5.1.7 Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

**Savings to be split 60% to Owner and 40% to Contractor**

Any "Buy-Out" of subtrades or reduction/increases in cost will be netted out and contingency item line development in the draw sheet. Contractor shall have the right to draw from the contingency for issues missed in subcontracting or other scope issues as it sees fit. Contractor shall inform owner in writing of items/issues paid through this contingency line item. At the end of the project the contingency left over shall be the "Savings". Savings will be reached on each trade when the subcontract is executed by the subcontractor and a line item adjustment will be made on G703 as well as a contingency line created. This line item will go up and down depending on buy-out and impact errors and omissions in subcontract.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Twenty-Two Million, Seven Hundred and Thirty-Eight Thousand, Six Hundred and Twenty-Seven Dollars (\$ 22,738,627.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
SEE EXHIBIT A	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
SEE EXHIBIT A		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
SEE EXHIBIT A	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

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(Identify each assumption.)

SEE EXHIBIT A

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

#### ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### ARTICLE 7 COSTS TO BE REIMBURSED

##### § 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

##### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

General Conditions to be changed at a pro-rata rate between Head Start and NSLA.  
Supervision (3 People)  
Project Manager  
Project Engineer  
Project Coordinator  
Project Accountant  
All rates to be as per General Conditions breakdown.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

#### § 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

#### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

#### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

Insurance to be 1.2% of cost. Bond to be .65% of contract work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

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User Notes:

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

### ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contractor by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

### ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§

§ 10.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract

Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

*(Paragraphs deleted)*

#### ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 12 PAYMENTS

##### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Pencil Draw to take place on 4<sup>th</sup> week of month and projected to the end of the month.

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ten (10) days after the Architect receives the Application for Payment. Subject to lender requirements.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .5 Conditional Lien Releases from both contractor and subcontractors to be received by owner no later than 30 days after progress billing is submitted to owner. Unconditional Lien Releases received for previous progress payment will be submitted no later than 60 days after payment is received.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10% Retention

§ 12.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

General Conditions, Insurance and Bond Premium

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Partial Retention of 5% when project achieves TCO

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Contractor to act as Owners Agent to file Notice of Completion.

(Paragraph deleted)

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

#### § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.
4. Contractor has delivered to Owner copies of all As-Built Plans, all Operation and Maintenance Manuals in electronic and hard copy format, applicable to work.
- .5 Contractor has delivered to Owner Warranties and Guarantees.
- .6 Contractor has delivered a Conditional Final Release for the amount owed.
- .7 Contractor has delivered from subcontractors, Conditional Final Lien Releases

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

35 Days after Notice of Completion is filed

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

#### § 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

Five Percent % 5

### ARTICLE 13 DISPUTE RESOLUTION

#### § 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Larry Reider

#### § 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

Arbitration pursuant to Section 15 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

[ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### ARTICLE 14 TERMINATION OR SUSPENSION

##### § 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

##### § 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

##### § 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

##### § 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

##### § 15.2 The Owner's representative:

*(Name, address, email address and other information)*

Larry Reider

§ 15.3 The Contractor's representative:  
(Name, address, email address and other information)

Steve Lewis  
Steve Sanderson

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

#### ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™-2017, General Conditions of the Contract for Construction

*(Paragraph deleted)*

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

See Exhibit B

- .5 Drawings

Number	Title	Date
See Exhibit B		

.6 Specifications

Section	Title	Date	Pages
See Exhibit B			

.7 Addenda and RFI's at Bid Time, if any:

Number	Date	Pages
See Exhibit B		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

- 9.1 Exhibit A - Contract Qualifications - Dated 5/8/20
- 9.2 Exhibit B - Contract Documents - Dated 4/27/20
- 9.3 Exhibit C - Cost Breakdown - Dated 5/8/20
- 9.4 Exhibit D - Project Schedule - Dated 4/27/20
- 9.5 Exhibit E - Bid Proposal - Dated 3/24/20
- 9.6 Exhibit F - Invitation to Bid - Dated 2/14/20
- 9.7 Exhibit G - Instruction to Bidders - Dated 2/18/20

9.8 Exhibit H - Email from Architect on Exterior Stucco Wall System - Dated 4/10/20 This Agreement entered into as of the day and year first written above.

Owner's Representative  
Charter School Property Solutions

Near-Cal Corp

\_\_\_\_\_  
OWNER (Signature)

Lawrence Rieder President  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

Carl Johnson President  
(Printed name and title)



# NEAR-CAL CORP.

GENERAL CONTRACTORS

## Exhibit A – Contract Qualifications

### NSLA CHARTER SCHOOL

Updated: 5-8-2020

#### Exclusions:

1. Security guard. Owner to provide if needed.
  2. Costs of test and inspections.
  3. Soil stabilization and de-watering.
  4. Drying of saturated soil.
  5. Remediation of unforeseen conditions.
  6. Cost of City and utility, permit fees, charges, assessments or meter fees if any. Contractors to pay for subtrade permits.
  7. Cost of City fire connection fee.
  8. Cost of utility relocation.
  9. Removal and/or handling of any hazardous waste.
  10. Cost of builder's risk insurance (property insurance)
  11. Cost of moisture mitigation at slab
  12. Haul off of hidden debris
  13. Responsible for any unclassified excavation (This is under 321 2000 Earthwork 3.4A Unclassified Excavation. Essentially this holds the contractor responsible for any hidden conditions or obstacles which is not per the contract language in any AIA contract form. We cannot be held responsible for hidden conditions.)
  14. Cost of seeding and removal in area not worked on in 7 days
  15. Cost of Title 24 Green Building and HVAC commissioning agent, agent is covered by owner, we will respond to direction by agent.
  16. Cost of Edison relocation except for the second move on for grader.
  17. Any Edison, telephone and CATV not shown on ES1.01 and ES1.03.
  18. Electrical conductors from transformer to main switchgears at Head Start and NSLA.
  19. Overtime cost for Head Start, Building A and B due to delays on power line relocation.
  20. Parex plaster system. (NSLA spec section 09 2400 calls for Parex system)-See item #6 on clarifications.
  21. Plaster control joints at soffits and canopies, none shown on plans.
  22. FSC Lumber (Not Available, NSLA Specs call it out in section 06 1000)
  23. Seismic Requirements (NSLA Spec Section 22 0550 and 26 0548)
  24. Exterior permeable water and air barrier
  25. Any LEED requirements. ( NSLA Spec. Section 21 0500, 26 0500, 26 5100/Headstart Spec. Section 21 0500, 26 0500 )
  26. EMS system and DDC controls. Cost only includes individual programable t-stats for each unit. (NSLA Spec. Section 23 0923, 23 7416.12, 23 7416.13/Head Start Section 23 7416.12)
  27. Any special keying requirements.
-

28. Any high performance coating.
29. Any floor moisture and alkalinity test.
30. Any visual display units. ( NSLA Spec. Section 10 1100)
31. Cubicle curtains and track (NSLA Spec. Section 23 0923) Did not find it in the plans.
32. Pre-manufactured coping per 077113 specifications, standard prefinished coping was figured. (NSLA and Head Start spec book calls out spec 07 7113 and 07 6200 for sheet metal)
33. Post contract expansion for fire alarm. (NSLA and Head Start Spec Section 28 3100)
34. PE approval for fire alarm. (NSLA and Head Start Spec Section 28 3100)
35. Structural engineering for mounting of gym speakers.
36. Soccer field stripping
37. Prime coat at AC paving. Section 32-1216 calls out for the use of prime coat. This is not called out on the civil on site or off site plan nor can I find any reference to it in the San Bernardino standards. The use of the prime coat is to seal the base section from moisture loss but in practical terms it is not used since there is only a few days that the asphalt coat is added to complete the section so this moisture loss is minimal. Also it is an added cost of \$.25/SF and it must cure over 3 to 4 days before you can lay asphalt. In other words your wasting money.
38. Caulking, sealants at PCC walks.
39. Cost to relocation/abandon existing utilities offsite.
40. Reflective coating at AC paving.
41. Any additional contingency material per the structural plans. (Per note 14 under reinforcing steel sheet S0.01)
42. Grease interceptor at Head Start.
43. Prevailing wage for grading and underground utilities at Head Start.
44. Feature Wall.
45. Playground equipment, associated surfacing and mow curb.
46. Playground surfacing at exterior basketball courts.
47. Gymnasium Building G

**Clarifications:**

1. Due to unpredictable material price increases Near Cal Corp will not absorb material price increases-This is on a case by case basis. In the advent Near Cal can mitigate this it will but if it is beyond our control we cannot absorb the increase. We are especially in uncharted waters due to the Corona Virus and the impact it has on the supply chain as well as the work force.
  2. GC insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate and \$20,000,000 for excess.
  3. Sub trade insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate.
  4. Reuse of onsite soil for topsoil. The plan calls for amending the onsite soil and having it tested which we have covered but Planting 01-1000-3 2.1 Top Soil B. Import soils requirements. One could infer that top soil needs to be imported.
-

5. Assumes footings can be cast against earth and not formed. Section 03 11009 Concrete Formwork 3.1.B "Sides of all footings and grade beams to be formed unless...."
6. Plaster system/Wall as per exhibit H.  
Exterior metal siding over 7/8" Hat channels over 1" rigid over Tyvek paper was figured.
7. Building G masonry walls and pilasters based as gray precision medium weight blocks.
8. Roll up doors to be chain hoist operated.
9. Electrical conduits were only figured from site transformers to switchgear. No cost was figured from power source offsite to onsite transformers for Head Start or NSLA.
10. Resilient athletic flooring to be 9mm Robbins Pulastic Classic 90.
11. Toilet partition to be Scranton solid plastic.
12. Owner to provide network switches, UPS, Hubs, routers, wireless access points for all systems.
13. Cost of bike racks/lockers based on 7 lockers for both NSLA and Head Start as well as 3 racks for 5 bikes each.
14. Use of 12"x36" footings at fencing. If detail AS2.12/13 is required add \$90,500.

### **Special Inclusions:**

The following **allowances** are used in making up this proposal. Cost includes material, labor and equipment.

1. Bus Shelter-\$20,000
2. Playground striping at NSLA-\$22,500
3. 6" Bollards-\$10,000 (20 Bollards)
4. Fire access road to be 4" of class 2 road base over compacted subgrade 20 feet wide. This is subject to fire marshal's approval-\$30,817

### **Special Items for Consideration:**

The following **add/deducts** can be applied to this project. Cost includes material, labor and equipment.

1. If Gym (building G) is removed from scope, deduct \$1,946,428.
-

✓  
fine

**EXHIBIT B**

**Norton Science and Language Academy  
230 South Waterman Ave  
San Bernardino, CA 92410  
04/27/2020**

**Plans & Specifications Prepared By:**

**TSK Architects  
316 West 2<sup>nd</sup> Street  
Los Angeles, CA 90012**

**Kimley Horn  
660 S. Figueroa St. #2050  
Los Angeles, CA 90017**

**Hongjoo Kim Landscape Architects  
7114 W. Olympic Blvd. #700  
Los Angeles, CA 90015**

**KPFF Consulting Engineers  
700 S. Flower St #2100  
Los Angeles, CA 90017**

**IMEG Corp  
901 Via Piemonte #400  
Ontario, CA 91764**

**GEOCON West, Inc.  
41571 Corning Place, Suite 101  
Murrieta, CA 92562**

<b><u>REPORTS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
SOILS REPORT	GEOTECHNICAL INVESTIGATION	11/19/2019
SPECIFICATIONS	PROJECT MANUAL	02/18/2020
RFI'S	RFI LOG #5C AND ALL LISTED ATTACHMENTS	03/18/2020

<b><u>SHEET</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>COVERSHEET</u></b>		
0.0	COVER SHEET	02/18/2020
<b><u>GENERAL</u></b>		
G0.00	GENERAL SHEET	02/18/2020
G0.01	DRAWING INDEX	02/18/2020
G1.00	GENERAL ACCESSIBILITY DETAILS	02/18/2020
G1.01	GENERAL ACCESSIBILITY DETAILS	02/18/2020
AE0.01	FIRE ACCESS – SITE PLAN	02/18/2020
AE0.02	EGRESS SITE PLAN	02/18/2020
AE1.01	BUILDING A – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.02	BUILDING B – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.03	BUILDING C – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.04	BUILDING D – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.05	BUILDING E – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.06	BUILDING F – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.07	BUILDING G – LIFE SAFETY AND ACCESSIBLE SIGNAGE	02/18/2020
AE1.08	BUILDING H, I & J – LIFE SAFETY PLAN	02/18/2020
<b><u>CIVIL</u></b>		
C01	COVER SHEET	02/18/2020

C02	GENERAL NOTES	02/18/2020
C03	DEMOLITION PLAN	02/18/2020
C05	HORIZONTAL CONTROL PLAN	02/18/2020
C06	HORIZONTAL CONTROL PLAN	02/18/2020
C07	HORIZONTAL CONTROL PLAN	02/18/2020
C09	SITE PLAN	02/18/2020
C10	SITE PLAN	02/18/2020
C11	SITE PLAN	02/18/2020
C13	PAVING PLAN	02/18/2020
C15	GRADING AND DRAINAGE PLAN	02/18/2020
C16	GRADING AND DRAINAGE PLAN	02/18/2020
C17	GRADING AND DRAINAGE PLAN	02/18/2020
C19	SECTIONS	02/18/2020
C20	SECTIONS CONTINUATION	02/18/2020
C21	SCETIONS CONTINUATION	02/18/2020
C22	UTILITY PLAN	02/18/2020
C23	UTILITY PLAN	02/18/2020
C24	UTILITY PLAN	02/18/2020
C26	CONSTRUCTION DETAILS	02/18/2020
C27	CONSTRCUTION DETAILS	02/18/2020
C28	EROSION CONTROL PLAN	02/18/2020
C30	EROSION CONTROL DETAILS	02/18/2020
C31	CONDITIONS OF APPROVAL	02/18/2020
C32	TENTATIVE PARCEL MAP	02/18/2020
C33	TENTATIVE PARCEL MAP	02/18/2020
C34	TENTATIVE PARCEL MAP	02/18/2020
C35	TENTATIVE PARCEL MAP	02/18/2020
<b><u>CIVIL OFFSITE IMPROVEMENTS</u></b>		
C1	COVER SHEET	02/24/2020
C2	GENERAL NOTES	02/24/2020
C3	CONSTRUCTION DETAILS	02/24/2020
C4	CONSTRUCTION DETAILS	02/24/2020
C5	SOUTH WATERMAN AVE STA 171+83 TO STA 175+00	02/24/2020
C6	SOUTH WATERMAN AVE STA 175+00 TO STA 179+00	02/24/2020
C7	SOUTH WATERMAN AVE STA 179+00 TO STA 183+01	02/24/2020
C8	SOUTH ALLEN STREET STA 12+61 TO STA 17+00	02/24/2020
C9	SOUTH ALLEN STREET STA 17+00 TO STA 20+78	02/24/2020
C010	EAST VALLEY STREET STA 15+61 TO STA 19+50	02/24/2020
C011	EAST VALLEY STREET STA 15+61 TO STA 19+50	02/24/2020
C012	SIGNING AND STRIPING	02/24/2020
C013	TRAFFIC SIGNAL	02/24/2020
<b><u>LANDSCAPE</u></b>		
L1.00	COVER SHEET	02/18/2020
L1.01	LANDSCAPE OVERALL PLAN	02/18/2020
L1.02	LANDSCAPE CONSTRUCTION ENLARGEMENT PLAN	02/18/2020
L1.03	LANDSCAPE CONSTRUCTION ENLARGEMENT PLAN	02/18/2020
L1.04	LANDSCAPE CONSTRUCTION ENLARGEMENT PLAN	02/18/2020
L1.05	LANDSCAPE CONSTRUCTION ENLARGEMENT PLAN	02/18/2020
L1.31	LANDSCAPE SECTIONS	02/18/2020
L1.41	LANDSCAPE CONSTRUCTION DETAILS	02/18/2020

L1.42	LANDSCAPE CONSTRUCTION DETAILS	02/18/2020
L1.43	LANDSCAPE CONSTRUCTION DETAILS	02/18/2020
L2.01	HYDROZONE PLAN	02/18/2020
L2.02	HYDROZONE PLAN	02/18/2020
L2.03	HYDROZONE PLAN	02/18/2020
L2.04	HYDROZONE PLAN	02/18/2020
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L3.01	PLANTING PLAN	02/18/2020
L3.02	PLANTING PLAN	02/18/2020
L3.03	PLANTING PLAN	02/18/2020
L3.04	PLANTING PLAN	02/18/2020
L3.05	PLANTING PLAN	02/18/2020
L3.11	LANDSCAPE PLANTING DETAILS	02/18/2020
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AS2.01	ENLARGED SITE PLANS	02/18/2020
AS2.02	ENLARGED SITE PLANS	02/18/2020
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AS2.12	SITE DETAILS	02/18/2020
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A1.12	BUILDING B – FLOOR PLAN	02/18/2020
A1.13	BUILDING C – FLOOR PLAN	02/18/2020
A1.14	BUILDING D – FLOOR PLAN	02/18/2020
A1.15	BUILDING E – FLOOR PLAN LEVEL 1	02/18/2020
A1.16	BUILDING E – FLOOR PLAN LEVEL 2	02/18/2020
A1.17	BUILDING F – FLOOR PLAN	02/18/2020
A1.18	BUILDING G – FLOOR PLAN	02/18/2020
A1.19	BUILDING H – FLOOR PLAN	02/18/2020
A1.30	ENLARGED RESTROOM PLANS	02/18/2020
A1.32	ENLARGED RESTROOM PLANS	02/18/2020
A1.33	ENLARGED RESTROOM PLANS	02/18/2020
A2.01	MATERIAL & ROOM FINISH SCHEDULE	02/18/2020
A2.11	DOOR SCHEDULE, PANEL & FRAME TYPES	02/18/2020
A2.12	WINDOW FRAME TYPES	02/18/2020
A2.21	DOOR & WINDOW DETAILS	02/18/2020
A2.22	DOORS & WINDOW DETAILS	02/18/2020
A2.31	PARTITION TYPES	02/18/2020
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A2.42	INTERIOR DETAILS	02/18/2020
A3.01	BUILDING A – RCP	02/18/2020
A3.02	BUILDING B – RCP	02/18/2020
A3.03	BUILDING C – RCP	02/18/2020
A3.04	BUILDING D – RCP	02/18/2020
A3.05	BUILDING E – RCP      LEVEL 1	02/18/2020
A3.06	BUILDING E – RCP      LEVEL 2	02/18/2020
A3.07	BUILDING F – RCP	02/18/2020
A3.08	BUILDING G – RCP	02/18/2020
A3.09	BUILDING H – RCP	02/18/2020
A3.21	CEILING DETAILS	02/18/2020

A4.01	BUILDING A – ROOF PLAN	02/18/2020
A4.02	BUILDING A – CANOPY PLAN	02/18/2020
A4.03	BUILDING B – ROOF PLAN	02/18/2020
A4.04	BUILDING C – ROOF PLAN	02/18/2020
A4.05	BUILDING D – ROOF PLAN	02/18/2020
A4.06	BUILDING E – ROOF PLAN	02/18/2020
A4.07	BUILDING F – ROOF PLAN	02/18/2020
A4.08	BUILDING G – ROOF PLAN	02/18/2020
A4.09	BUILDING H – ROOF PLAN	02/18/2020
A4.10	BUILDING H – CANOPY PLAN & BLDGS I, J – ROOF PLANS	02/18/2020
A4.21	ROOF DETAILS	02/18/2020
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A5.02	INTERIOR ELEVATIONS	02/18/2020
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A5.04	INTERIOR ELEVATIONS	02/18/2020
A5.05	INTERIOR ELEVATIONS	02/18/2020
A5.06	INTERIOR ELEVATIONS	02/18/2020
A6.11	BUILDING A – EXTERIOR ELEVATIONS – NORTH & SOUTH	02/18/2020
A6.12	BUILDING A – EXTERIOR ELEVATIONS – EAST & WEST	02/18/2020
A6.13	BUILDING B – EXTERIOR ELEVATIONS	02/18/2020
A6.14	BUILDING C – EXTERIOR ELEVATIONS	02/18/2020
A6.15	BUILDING D – EXTERIOR ELEVATIONS	02/18/2020
A6.16	BUILDING E – EXTERIOR ELEVATIONS – NORTH & SOUTH	02/18/2020
A6.17	BUILDING E – EXTERIOR ELEVATIONS – EAST & WEST	02/18/2020
A6.18	BUILDING F – EXTERIOR ELEVATIONS	02/18/2020
A6.19	BUILDING G – EXTERIOR ELEVATIONS	02/18/2020
A6.20	BUILDING H – EXTERIOR ELEVATIONS	02/18/2020
A6.21	BUILDING H, I, & J – EXTERIOR ELEVATIONS- EAST & WEST	02/18/2020
A7.01	BUILDING A – SECTIONS	02/18/2020
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A7.03	BUILDING C – SECTIONS	02/18/2020
A7.04	BUILDING D – SECTIONS	02/18/2020
A7.05	BUILDING E – SECTIONS	02/18/2020
A7.06	BUILDING F – SECTIONS	02/18/2020
A7.07	BUILDING G – SECTIONS	02/18/2020
A7.08	BUILDING H – SECTIONS	02/18/2020
A7.11	WALL SECTIONS	02/18/2020
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A7.14	WALL SECTIONS	02/18/2020
A7.15	WALL SECTIONS	02/18/2020
A7.16	WALL SECTIONS	02/18/2020
A7.17	WALL SECTIONS	02/18/2020
A7.31	BUILDING DETAILS	02/18/2020
A7.32	BUILDING DETAILS	02/18/2020
A7.41	STAIR & RAMP PLANS & ELEVATIONS	02/18/2020
A7.42	ELEVATOR PLAN AND DETAILS	02/18/2020
A7.45	STAIR & RAMP DETAILS	02/18/2020
A8.01	CASEWORK PLAN & ELEVATIONS	02/18/2020
A8.10	CASEWORK DETAILS	02/18/2020

## **STRUCTURAL**

S0.00	SHEET LIST, SYMBOLS AND ANNOTATIONS	02/18/2020
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S0.02	GENERAL STRUCTURAL NOTES	02/18/2020
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S1.02	BUILDING B FOUNDATION PLAN	02/18/2020
S1.03	BUILDING C FOUNDATION PLAN	02/18/2020
S1.04	BUILDING D FOUNDATION PLAN	02/18/2020
S1.05	BUILDING E FOUNDATION PLAN	02/18/2020
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S1.07	BUILDING G FOUNDATION PLAN	02/18/2020
S1.08	BUILDING H FOUNDATION PLAN	02/18/2020
S1.09	BUILDING I & J FOUNDATION PLAN	02/18/2020
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S2.03	BUILDING C – ROOF FRAMING PLAN	02/18/2020
S2.04	BUILDING D – ROOF FRAMING PLAN	02/18/2020
S2.05	BUILDING E – SECOND FLOOR FRAMING PLAN	02/18/2020
S2.06	BUILDING F – ROOF FRAMING PLAN	02/18/2020
S2.07	BUILDING G – LOW ROOF FRAMING	02/18/2020
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S2.09	BUILDING I & J – ROOF FRAMING PLAN	02/18/2020
S3.01	BUILDING A – CANOPY FRAMING PLAN	02/18/2020
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S3.05	BUILDING E – ROOF FRAMING PLAN	02/18/2020
S3.07	BUILDING G – ROOF FRAMING PLAN	02/18/2020
S3.08	BUILDING H – CANOPY FRAMING PLAN	02/18/2020
S4.01	TRUSS SECTION AND DESIGN REQUIREMENTS	02/18/2020
S4.10	CMU WALL SECTION	02/18/2020
S5.00	TYPICAL CONCRETE DETAILS	02/18/2020
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S5.02	TYPICAL CONCRETE DETAILS	02/18/2020
S5.03	TYPICAL CONCRETE DETAILS	02/18/2020
S5.10	CONCRETE DETAILS	02/18/2020
S6.00	TYPICAL STEEL DETAILS	02/18/2020
S6.01	TYPICAL STEEL DETAILS	02/18/2020
S6.02	TYPICAL STEEL DETAILS	02/18/2020
S6.20	STEEL DETAILS	02/18/2020
S6.30	STEEL MOMENT FRAME DETAILS	02/18/2020
S6.31	MOMENT FRAME DETAILS	02/18/2020
S7.00	TYPICAL WOOD DETAILS	02/18/2020
S7.01	TYPICAL WOOD DETAILS	02/18/2020
S7.02	TYPICAL WOOD DETAILS	02/18/2020
S7.03	TYPICAL WOOD DETAILS	02/18/2020
S7.04	TYPICAL WOOD DETAILS	02/18/2020
S7.05	TYPICAL WOOD DETAILS	02/18/2020
S7.06	TYPICAL WOOD DETAILS	02/18/2020
S7.10	WOOD DETAILS	02/18/2020
S7.20	ELEVATOR FRAMING PLANS AND DETAILS	02/18/2020
S8.00	TYPICAL CMU DETAILS	02/18/2020



S8.01	TYPICAL CMU DETAILS	02/18/2020
S8.02	TYPICAL CMU DETAILS	02/18/2020
S8.10	CMU DETAILS	02/18/2020
<b><u>COVERSHEET INDEX</u></b>		
0.0	COVER SHEET	02/18/2020
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<b><u>MECHANICAL</u></b>		
M0.01	MECHANICAL COVERSHEET	02/18/2020
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M0.06	TITLE 24	02/18/2020
M0.07	TITLE 24	02/18/2020
M0.08	TITLE 24	02/18/2020
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M0.10	TITLE 24	02/18/2020
M0.11	TITLE 24	02/18/2020
M0.12	TITLE 24	02/18/2020
M0.13	TITLE 24	02/18/2020
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M1.12	BUILDING B – FLOOR PLAN	02/18/2020
M1.13	BUILDING C – FLOOR PLAN	02/18/2020
M1.14	BUILDING D – FLOOR PLAN	02/18/2020
M1.15	BUILDING E – LEVEL 1 – FLOOR PLAN	02/18/2020
M1.16	BUILDING E – LEVEL 2 – FLOOR PLAN	02/18/2020
M1.17	BUILDING F – FLOOR PLAN	02/18/2020
M1.18	BUILDING G – FLOOR PLAN	02/18/2020
M1.19	BUILDING H – FLOOR PLAN	02/18/2020
M1.20	BUILDING I & J – FLOOR PLAN	02/18/2020
M4.11	BUILDING A – ROOF PLAN	02/18/2020
M4.12	BUILDING B – ROOF PLAN	02/18/2020
M4.13	BUILDING C – ROOF PLAN	02/18/2020
M4.14	BUILDING D – ROOF PLAN	02/18/2020
M4.15	BUILDING E – ROOF PLAN	02/18/2020
M4.16	BUILDING F – ROOF PLAN	02/18/2020
M4.17	BUILDING G – ROOF PLAN	02/18/2020
M4.18	BUILDING H – ROOF PLAN	02/18/2020
M5.01	DETAILS	02/18/2020
M5.02	DETAILS	02/18/2020
M5.03	DETAILS	02/18/2020
<b><u>PLUMBING</u></b>		
P0.01	PLUMBING COVER SHEET	02/18/2020
P0.02	SCHEDULES	02/18/2020
P0.03	SCHEDULES	02/18/2020
P0.04	CALCULATIONS	02/18/2020
P0.05	CALCULATIONS	02/18/2020

PS1.01	SITE PLAN	02/18/2020
P1.01	BUILDING A – UNDERFLOOR PLAN	02/18/2020
P1.02	BUILDING B – UNDERFLOOR PLAN	02/18/2020
P1.03	BUILDING C – UNDERFLOOR PLAN	02/18/2020
P1.04	BUILDING D – UNDERFLOOR PLAN	02/18/2020
P1.05	BUILDING E – UNDERFLOOR PLAN	02/18/2020
P1.06	BUILDING F – UNDERFLOOR PLAN	02/18/2020
P1.07	BUILDING G – UNDERFLOOR PLAN	02/18/2020
P1.08	BUILDING H – UNDERFLOOR PLAN	02/18/2020
P1.11	BUILDING A – FLOOR PLAN	02/18/2020
P1.12	BUILDING B – FLOOR PLAN	02/18/2020
P1.13	BUILDING C – FLOOR PLAN	02/18/2020
P1.14	BUILDING D – FLOOR PLAN	02/18/2020
P1.15	BUILDING E – LEVEL 1 - FLOOR PLAN	02/18/2020
P1.16	BUILDING E – LEVEL 2 - FLOOR PLAN	02/18/2020
P1.17	BUILDING F – FLOOR PLAN	02/18/2020
P1.18	BUILDING G – FLOOR PLAN	02/18/2020
P1.19	BUILDING H – FLOOR PLAN	02/18/2020
P1.20	BUILDING I & J – FLOOR PLAN	02/18/2020
P2.01	ENLARGED PLANS	02/18/2020
P2.02	ENLARGED PLANS	02/18/2020
P2.03	ENLARGED PLANS	02/18/2020
P2.04	ENLARGED PLANS	02/18/2020
P4.11	BUILDING A – ROOF PLAN	02/18/2020
P4.12	BUILDING B – ROOF PLAN	02/18/2020
P4.13	BUILDING C – ROOF PLAN	02/18/2020
P4.14	BUILDING D – ROOF PLAN	02/18/2020
P4.15	BUILDING E – ROOF PLAN	02/18/2020
P4.16	BUILDING F – ROOF PLAN	02/18/2020
P4.17	BUILDING G – ROOF PLAN	02/18/2020
P4.18	BUILDING H – ROOF PLAN	02/18/2020
P6.01	DETAILS	02/18/2020
P6.02	DETAILS	02/18/2020
<b><u>ELECTRICAL</u></b>		
E0.01	ELECTRICAL COVERSHEET	02/18/2020
E0.02	SINGLE LINE DIAGRAM	02/18/2020
E0.03	SINGLE LINE DIAGRAM	02/18/2020
E0.04	PANEL SCHEDULES	02/18/2020
E0.05	PANEL SCHEDULES	02/18/2020
E0.06	PANEL SCHEDULES	02/18/2020
E0.07	PANEL SCHEDULES	02/18/2020
E0.08	PANEL SCHEDULES	02/18/2020
E0.09	PANEL SCHEDULES	02/18/2020
E0.10	PANEL SCHEDULES	02/18/2020
E0.12	PANEL SCHEDULES	02/18/2020
E0.13	LIGHTING FIXTURE SCHEDULE	02/18/2020
E0.14	TITLE 24	02/18/2020
E0.15	TITLE 24	02/18/2020
E0.16	TITLE 24	02/18/2020
E0.17	TITLE 24	02/18/2020

E0.18	TITLE 24	02/18/2020
E0.19	TITLE 24	02/18/2020
E0.20	TITLE 24	02/18/2020
E0.21	TITLE 24	02/18/2020
ESI.01	SITE POWER PLAN	02/18/2020
ES1.02	SITE LIGHTING PLAN	02/18/2020
ES1.03	SITE PHOTOMETRIC PLAN	02/18/2020
E1.11	BUILDING A – LIGHTING PLAN	02/18/2020
E1.12	BUILDING B – LIGHTING PLAN	02/18/2020
E1.13	BUILDING C – LIGHTING PLAN	02/18/2020
E1.14	BUILDING D – LIGHTING PLAN	02/18/2020
E1.15	BUILDING E – LEVEL 1 LIGHTING PLAN	02/18/2020
E1.16	BUILDING E – LEVEL 2 LIGHTING PLAN	02/18/2020
E1.17	BUILDING F – LIGHTING PLAN	02/18/2020
E1.18	BUILDING G – LIGHTING PLAN	02/18/2020
E1.19	BUILDING H – LIGHTING PLAN	02/18/2020
E1.21	BUILDING A – POWER PLAN	02/18/2020
E1.22	BUILDING B – POWER PLAN	02/18/2020
E1.23	BUILDING C – POWER PLAN	02/18/2020
E1.24	BUILDING D – POWER PLAN	02/18/2020
E1.25	BUILDING E – LEVEL 1 - POWER PLAN	02/18/2020
E1.26	BUILDING E – LEVEL 1 – POWER PLAN	02/18/2020
E1.27	BUILDING F – POWER PLAN	02/18/2020
E1.28	BUILDING G – POWER PLAN	02/18/2020
E1.29	BUILDING H – POWER PLAN	02/18/2020
E1.31	BUILDING A – FIRE ALARM PLAN	02/18/2020
E1.32	BUILDING B – FIRE ALARM PLAN	02/18/2020
E1.33	BUILDING C – FIRE ALARM PLAN	02/18/2020
E1.34	BUILDING D – FIRE ALARM PLAN	02/18/2020
E1.35	BUILDING E – LEVEL 1 - FIRE ALARM PLAN	02/18/2020
E1.36	BUILDING E – LEVEL 2 – FIRE ALARM PLAN	02/18/2020
E1.37	BUILDING F – FIRE ALARM PLAN	02/18/2020
E1.38	BUILDING G – FIRE ALARM PLAN	02/18/2020
E1.39	BUILDING H – FIRE ALARM PLAN	02/18/2020
E4.11	BUILDING A – ROOF PLAN	02/18/2020
E4.12	BUILDING B – ROOF PLAN	02/18/2020
E4.13	BUILDING C – ROOF PLAN	02/18/2020
E4.14	BUILDING D – ROOF PLAN	02/18/2020
E4.15	BUILDING E – ROOF PLAN	02/18/2020
E4.16	BUILDING F – ROOF PLAN	02/18/2020
E4.17	BUILDING G – ROOF PLAN	02/18/2020
E4.18	BUILDING H – ROOF PLAN	02/18/2020
E5.01	DETAILS	02/18/2020
E5.02	DETAILS	02/18/2020
E6.01	ENLARGED PLANS	02/18/2020
<b><u>TECHNOLOGY</u></b>		
T0.01	TECHNOLOGY COVERSHEET	02/18/2020
T0.02	SCHEDULES	02/18/2020
TS1.01	SITE PLAN	02/18/2020
T1.11	BUILDING A – FLOOR PLAN	02/18/2020

T1.12	BUILDING B – FLOOR PLAN	02/18/2020
T1.13	BUILDING C – FLOOR PLAN	02/18/2020
T1.14	BUILDING D – FLOOR PLAN	02/18/2020
T1.15	BUILDING E – LEVEL 1 – FLOOR PLAN	02/18/2020
T1.16	BUILDING E – LEVEL 1 – FLOOR PLAN	02/18/2020
T1.17	BUILDING F – FLOOR PLAN	02/18/2020
T1.18	BUILDING G – FLOOR PLAN	02/18/2020
T1.19	BUILDING H – FLOOR PLAN	02/18/2020
T3.01	ELEVATIONS	02/18/2020
T3.02	ELEVATIONS	02/18/2020
T3.03	ELEVATIONS	02/18/2020
T3.04	ELEVATIONS	02/18/2020
T3.05	ELEVATIONS	02/18/2020
T4.01	RISERS AND DETAILS	02/18/2020
T4.02	RISERS AND DETAILS	02/18/2020
T5.01	SECURITY DETAILS	02/18/2020
T5.02	SECURITY DETAILS	02/18/2020

	TOTAL	Add Low Volt credit	LESS Bldg G	LESS Rough Grading	NET NSLA
<b>Division 1:</b>	\$ 3,218,724	\$ -	\$ 153,122	\$ 176,255	\$ 2,889,347
GENERAL CONDITIONS	\$ 1,673,459		\$ -	\$ 138,073	\$ 1,535,386
FEE-4.5%	\$ 1,113,443		\$ 109,638	\$ 30,895	\$ 972,910
INSURANCE	\$ 258,288		\$ 25,399	\$ 7,287	\$ 225,602
PERFORMANCE BOND	\$ 173,534		\$ 18,085	\$ -	\$ 155,449
<b>Division 3: Concrete-</b>	\$ 3,061,595	\$ -	\$ 228,650	\$ -	\$ 2,832,945
CONCRETE BUILDING	\$ 1,624,547		\$ 228,000	\$ -	\$ 1,396,547
CONCRETE SITE	\$ 1,396,048	\$ -			\$ 1,396,048
CONCRETE SEAL AND CON-DEK	\$ 36,500		\$ 650	\$ -	\$ 35,850
PRECAST CONC @ STAGE	\$ 4,500				\$ -4,500
<b>Division 4: Masonry-</b>	\$ 292,900		\$ 282,000		\$ 10,900
MASONRY	\$ 292,900		\$ 282,000		\$ 10,900
<b>Division 5: Metals-</b>	\$ 623,915		\$ 5,953	\$ -	\$ 617,962
STRUCTURE STEEL	\$ 623,915		\$ 5,953	\$ -	\$ 617,962
<b>Division 6: Wood, Plastics and Comp</b>	\$ 2,598,290		\$ 169,650	\$ -	\$ 2,428,640
ROUGH CARPENTRY	\$ 2,500,000		\$ 165,000	\$ -	\$ 2,335,000
FINISH CARPENTRY	\$ 90,820		\$ 4,200		\$ 86,620
FRP	\$ 7,470		\$ 450	\$ -	\$ 7,020
<b>Division 7: Thermal and Moisture Prot</b>	\$ 1,357,959		\$ 273,000	\$ -	\$ 1,084,959
CAULKING	\$ 17,290		\$ 6,775	\$ -	\$ 10,515
FIRESTOPPING	\$ 35,000		\$ 4,000	\$ -	\$ 31,000
WATERPROOFING	\$ 9,750		\$ 7,500		\$ 2,250
INSULATION	\$ 310,639		\$ 70,875	\$ -	\$ 239,764
ROOFING	\$ 497,500		\$ 61,000	\$ -	\$ 436,500
SHEET METAL	\$ 487,780		\$ 122,850	\$ -	\$ 364,930
<b>Division 8: Openings-</b>	\$ 1,151,525		\$ 60,258	\$ -	\$ 1,091,267
HM DOORS/HARDWARE	\$ 559,004		\$ 54,032	\$ -	\$ 504,972
OPERABLE WALL DOORS	\$ 20,253				\$ 20,253
ROLL UP DOORS	\$ 16,300				\$ 16,300
STOREFRONT	\$ 536,203		\$ 6,226	\$ -	\$ 529,977
VINYL TINT	\$ 19,765		\$ -	\$ -	\$ 19,765
<b>Division 9: Finishes-</b>	\$ 3,083,112		\$ 395,002	\$ -	\$ 2,688,110
PLASTER	\$ 1,228,017		\$ 95,046	\$ -	\$ 1,132,971
DRYWALL	\$ 661,116		\$ 71,565	\$ -	\$ 589,551
CERAMIC TILE	\$ 177,689		\$ 63,350	\$ -	\$ 114,339
ACOUSTICAL TILE	\$ 240,000		\$ 2,000	\$ -	\$ 238,000
RESILIENT FLOOR	\$ 419,968		\$ 5,140	\$ -	\$ 414,828
SPORT FLOORING	\$ 113,505		\$ 113,505		\$ -
EPOXY FLOORING	\$ 27,170		\$ 19,095		\$ 8,075
PAINTING BLDG	\$ 215,647		\$ 25,301	\$ -	\$ 190,346
<b>Division 10: Specialties-</b>	\$ 274,525		\$ 47,457	\$ -	\$ 227,068
INTERIOR SIGNS	\$ 105,303		\$ 9,480	\$ -	\$ 95,823
MISC SPECALITIES	\$ 42,224		\$ 1,400	\$ -	\$ 40,824
METAL LOCKERS	\$ 13,865		\$ 13,865		\$ -
TOILET ACCESSORIES	\$ 56,664		\$ 16,712	\$ -	\$ 39,952
FLAG POLE	\$ 14,875				\$ 14,875
CORNER GUARDS SS	\$ 41,594		\$ 6,000	\$ -	\$ 35,594
CUBBIES (HEADSTART)	\$ -				\$ -
<b>Division 11: Equipment-</b>	\$ 75,515		\$ 75,515	\$ -	\$ -
PROTECTIVE WALL PADDING	\$ 18,360		\$ 18,360		\$ -
BASKETBALL BACKSTOPS/HOOPS	\$ 57,155		\$ 57,155		\$ -
<b>Division 12: Furnishings-</b>	\$ 202,577		\$ 65,565	\$ -	\$ 137,012
WINDOW COVERINGS	\$ 48,318		\$ 155	\$ -	\$ 48,163
WALL MOUNTED TABLE/BENCHES	\$ 88,849				\$ 88,849
GYM LOCKER BENCHES	\$ 4,000		\$ 4,000		\$ -
GYM TELESCOPIC BLEACHERS	\$ 61,410		\$ 61,410		\$ -
<b>Division 14: Conveying Equipment-</b>	\$ 89,500		\$ -	\$ -	\$ 89,500
ELEVATOR	\$ 89,500		\$ -	\$ -	\$ 89,500
<b>Division 21: Fire Suppression-</b>	\$ 337,000		\$ 40,000	\$ -	\$ 297,000
FIRE SPRINKLER	\$ 337,000		\$ 40,000	\$ -	\$ 297,000
<b>Division 22: Plumbing-</b>	\$ 935,600		\$ 137,600	\$ -	\$ 798,000
PLUMBING	\$ 935,600		\$ 137,600	\$ -	\$ 798,000
<b>Division 23: Heating Ventilating and A</b>	\$ 1,309,417		\$ 112,300	\$ -	\$ 1,197,117
HVAC	\$ 1,309,417		\$ 112,300	\$ -	\$ 1,197,117
<b>Division 26: Electrical</b>	\$ 1,900,859		\$ 150,000	\$ -	\$ 1,750,859
ELECTRICAL	\$ 1,900,859		\$ 150,000	\$ -	\$ 1,750,859



# Exhibit D-NSLA Schedule 4/27/20

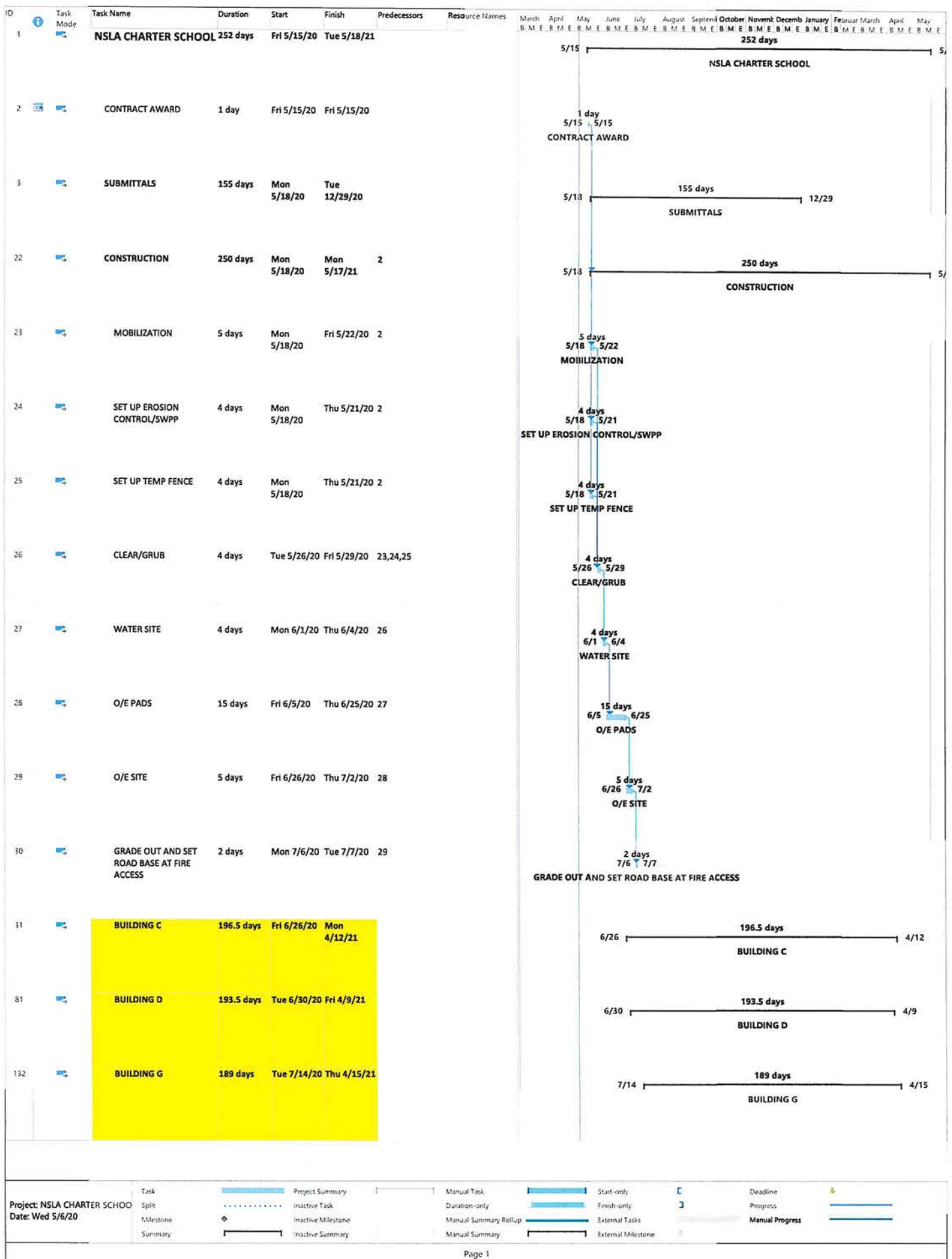
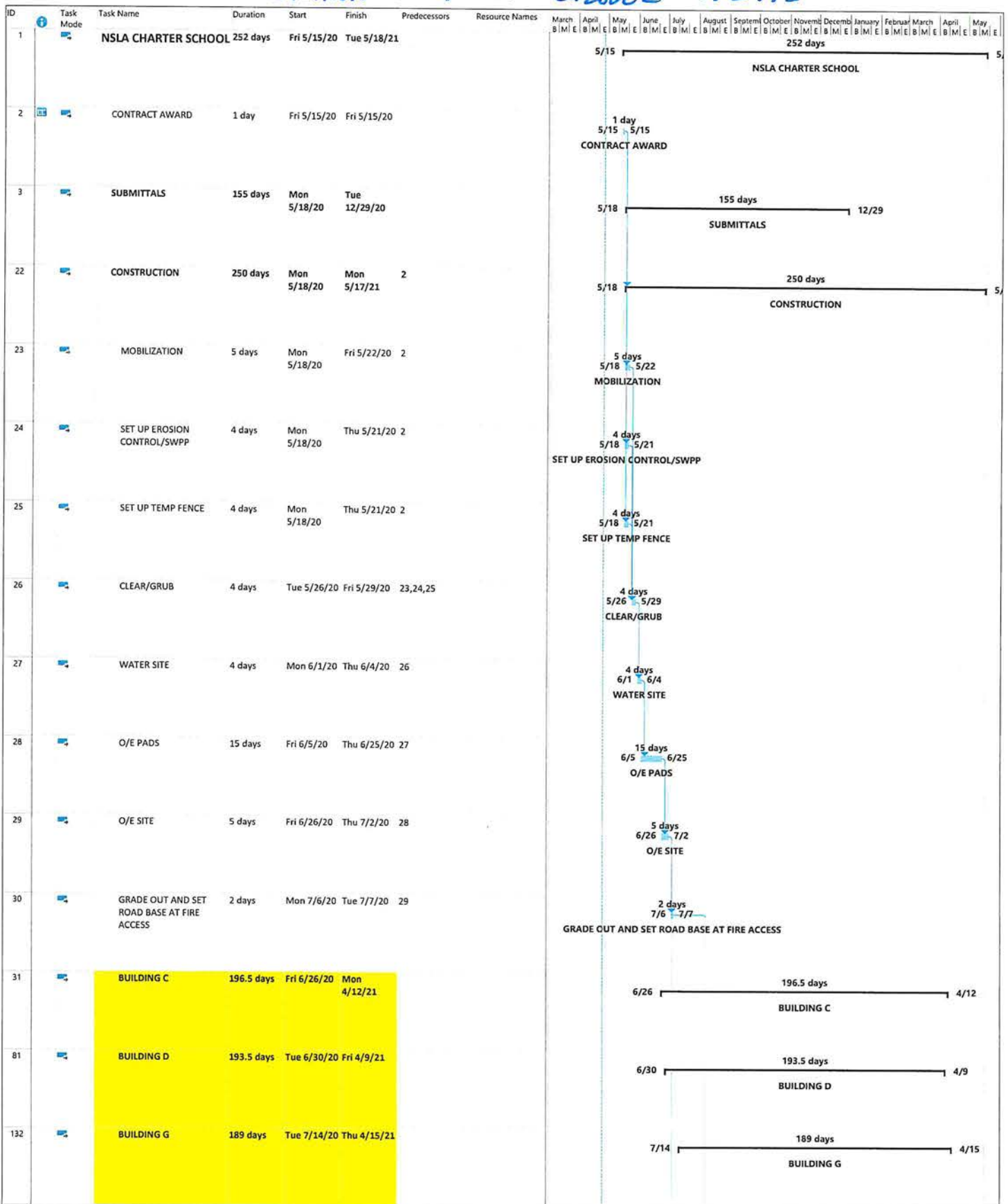






EXHIBIT D - NSLA SCHEDULE 4/27/20

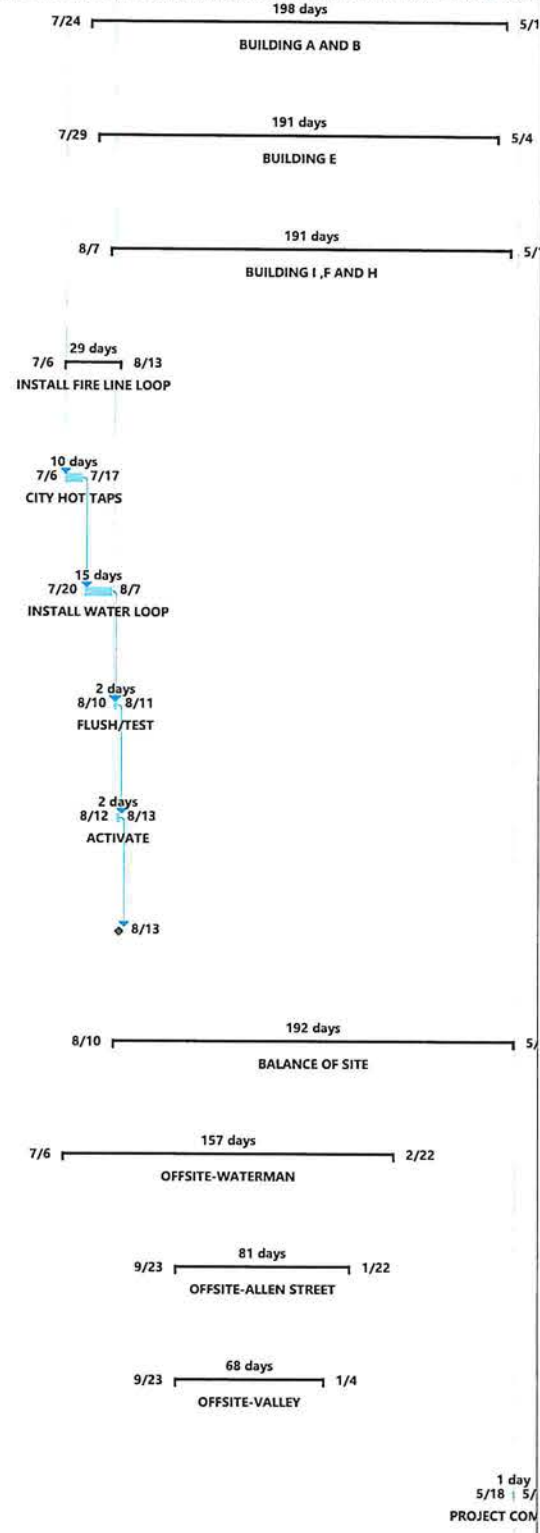


Project: NSLA CHARTER SCHOOL  
Date: Mon 4/27/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

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ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May
185		BUILDING A AND B	198 days	Fri 7/24/20	Mon 5/10/21																	
234		BUILDING E	191 days	Wed 7/29/20	Tue 5/4/21																	
292		BUILDING I, F AND H	191 days	Fri 8/7/20	Thu 5/13/21																	
342		INSTALL FIRE LINE LOOP	29 days	Mon 7/6/20	Thu 8/13/20																	
343		CITY HOT TAPS	10 days	Mon 7/6/20	Fri 7/17/20	29																
344		INSTALL WATER LOOP	15 days	Mon 7/20/20	Fri 8/7/20	343																
345		FLUSH/TEST	2 days	Mon 8/10/20	Tue 8/11/20	344,30																
346		ACTIVATE	2 days	Wed 8/12/20	Thu 8/13/20	345																
347		LUMBER DROP	0 days	Thu 8/13/20	Thu 8/13/20	346																
348		BALANCE OF SITE	192 days	Mon 8/10/20	Mon 5/17/21																	
371		OFFSITE-WATERMAN	157 days	Mon 7/6/20	Mon 2/22/21																	
385		OFFSITE-ALLEN STREET	81 days	Wed 9/23/20	Fri 1/22/21																	
398		OFFSITE-VALLEY	68 days	Wed 9/23/20	Mon 1/4/21																	
411		PROJECT COMPLETE	1 day	Tue 5/18/21	Tue 5/18/21	384,397,410,370																
412			1 day?	Tue 3/3/20	Tue 3/3/20																	



Project: NSLA CHARTER SCHOOL  
Date: Mon 4/27/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

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EXHIBIT C IV SLIT COST BREAKDOWN 7/27/20

	TOTAL	OFF-SITE	ON-SITE	BUILDING A	BUILDING B	BUILDING C	BUILDING D	BUILDING E	BUILDING F	BUILDING G	BUILDING H	BUILDING I&J
<b>Division 1: GENERAL CONDITIONS</b>	\$ 2,939,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FEE-4.5%	\$ 1,394,938											
INSURANCE	\$ 1,113,443											
PERFORMANCE BOND	\$ 256,064											
	\$ 173,534											
<b>Division 3: Concrete-CONCRETE BUILDING</b>	\$ 2,293,130	\$ 177,030	\$ 1,396,553	\$ 248,900	\$ 163,200	\$ 174,300	\$ 211,360	\$ 332,650	\$ 105,300	\$ 168,350	\$ 225,000	\$ 36,287
CONCRETE BUILDING	\$ 1,624,547	\$ 177,030	\$ 1,396,553	\$ 248,500	\$ 163,000	\$ 174,000	\$ 206,560	\$ 299,500	\$ 105,000	\$ 168,000	\$ 224,500	\$ 35,487
CONCRETE SEAL AND CON-DEK	\$ 36,500			\$ 400	\$ 200	\$ 300	\$ 300	\$ 33,350	\$ 300	\$ 350	\$ 500	\$ 800
PRECAST CONC @ STAGE	\$ 4,500						\$ 4,500					
<b>Division 4: Masonry-MASONRY</b>	\$ 292,900		\$ 13,900							\$ 279,000		
MASONRY	\$ 292,900		\$ 13,900							\$ 279,000		
<b>Division 5: Metals-STRUCTURAL STEEL</b>	\$ 623,915		\$ 22,000	\$ 128,999	\$ 8,833	\$ 33,246	\$ 69,970	\$ 234,790	\$ 20,408	\$ 5,953	\$ 99,716	
STRUCTURAL STEEL	\$ 623,915		\$ 22,000	\$ 128,999	\$ 8,833	\$ 33,246	\$ 69,970	\$ 234,790	\$ 20,408	\$ 5,953	\$ 99,716	
<b>Division 6: Wood, Plastics and Composites-ROUGH CARPENTRY</b>	\$ 2,662,862			\$ 384,460	\$ 259,000	\$ 324,330	\$ 399,760	\$ 472,900	\$ 230,079	\$ 168,650	\$ 399,450	\$ 13,803
ROUGH CARPENTRY	\$ 2,594,672			\$ 384,000	\$ 259,000	\$ 307,000	\$ 389,000	\$ 472,000	\$ 165,759	\$ 165,000	\$ 399,000	\$ 13,803
FINISH CARPENTRY	\$ 90,820			\$ 450	\$ 450	\$ 16,880	\$ 6,880	\$ 3,200	\$ 63,860	\$ 3,200	\$ 450	
FRP	\$ 7,470			\$ 450	\$ 450	\$ 450	\$ 3,670	\$ 900	\$ 450	\$ 450	\$ 450	
<b>Division 7: Thermal and Moisture Protection-CALULKING</b>	\$ 1,357,999			\$ 239,510	\$ 106,090	\$ 113,825	\$ 102,755	\$ 346,684	\$ 62,875	\$ 199,150	\$ 172,690	\$ 14,480
CALULKING	\$ 17,290			\$ 1,450	\$ 950	\$ 2,115	\$ 1,950	\$ 4,100	\$ 1,950	\$ 2,775	\$ 1,750	\$ 250
FIRESTOPPING	\$ 35,000			\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,000	\$ 2,000	\$ 4,000	\$ 2,000
WATERPROOFING	\$ 9,750			\$ 75,860	\$ 19,490	\$ 24,525	\$ 25,980	\$ 67,564	\$ 12,395	\$ 52,975	\$ 29,740	\$ 1,200
INSULATION	\$ 310,639			\$ 44,000	\$ 44,000	\$ 49,000	\$ 59,000	\$ 94,000	\$ 34,500	\$ 55,000	\$ 71,000	\$ 4,000
ROOFING	\$ 497,500			\$ 71,200	\$ 37,650	\$ 33,350	\$ 3,650	\$ 172,670	\$ 10,030	\$ 86,200	\$ 66,200	\$ 7,030
SHEET METAL	\$ 487,780			\$ 174,568	\$ 97,482	\$ 185,737	\$ 84,478	\$ 334,229	\$ 46,466	\$ 52,258	\$ 162,944	\$ 13,363
<b>Division 8: Openings-HH DOORS/HARDWARE</b>	\$ 599,004			\$ 78,334	\$ 55,278	\$ 77,094	\$ 69,733	\$ 137,571	\$ 19,529	\$ 48,032	\$ 66,333	\$ 6,500
HH DOORS/HARDWARE	\$ 20,253			\$ 16,300	\$ 16,300	\$ 20,253	\$ 20,253	\$ 20,253	\$ 20,253	\$ 20,253	\$ 20,253	\$ 20,253
ROLL UP DOORS	\$ 536,203			\$ 91,134	\$ 41,564	\$ 77,094	\$ 69,733	\$ 137,571	\$ 19,529	\$ 48,032	\$ 66,333	\$ 6,500
STOREFRONT	\$ 19,765			\$ 4,500	\$ 640	\$ 88,390	\$ 4,745	\$ 186,533	\$ 26,937	\$ 4,228	\$ 85,811	\$ 6,863
VINYL TINT								\$ 10,125			\$ 4,500	
<b>Division 9: Finishes-PLASTER</b>	\$ 3,063,112		\$ 8,650	\$ 396,049	\$ 252,843	\$ 286,892	\$ 364,107	\$ 907,872	\$ 123,363	\$ 343,856	\$ 374,232	\$ 23,148
PLASTER	\$ 1,228,017			\$ 176,660	\$ 114,700	\$ 118,589	\$ 164,146	\$ 335,643	\$ 64,539	\$ 169,001	\$ 169,001	\$ 12,519
DRYWALL	\$ 661,116			\$ 75,289	\$ 43,142	\$ 72,083	\$ 79,742	\$ 236,242	\$ 24,365	\$ 68,755	\$ 68,755	\$ 3,923
CERAMIC TILE	\$ 177,689			\$ 19,600	\$ 24,083	\$ 9,136	\$ 17,775	\$ 37,649	\$ 50,359	\$ 19,086	\$ 19,086	\$ 2,000
ACOUSTICAL TILE	\$ 240,000			\$ 36,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 85,000	\$ 10,000	\$ 2,000	\$ 35,000	\$ 2,000
RESILIENT FLOOR	\$ 419,968			\$ 64,159	\$ 35,721	\$ 43,247	\$ 41,788	\$ 150,779	\$ 15,852	\$ 5,140	\$ 62,332	\$ 956
SPORT FLOORING	\$ 113,505									\$ 113,505		
EPXY FLOORING	\$ 27,170									\$ 16,095		
PAINTING BLDG	\$ 215,647		\$ 8,650	\$ 24,327	\$ 15,187	\$ 20,827	\$ 11,075	\$ 24,581	\$ 6,607	\$ 25,301	\$ 22,058	\$ 3,750
<b>Division 10: Specialties-INTERIOR SIGNS</b>	\$ 285,425		\$ 55,999	\$ 33,651	\$ 24,725	\$ 30,093	\$ 24,563	\$ 35,648	\$ 9,560	\$ 41,457	\$ 20,939	\$ 8,800
INTERIOR SIGNS	\$ 105,303			\$ 19,762	\$ 9,836	\$ 19,655	\$ 9,674	\$ 13,176	\$ 8,360	\$ 9,480	\$ 7,050	\$ 8,400
MISC SPECIALTIES	\$ 53,124			\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 2,000	\$ 1,200	\$ 1,400	\$ 1,400	\$ 400
METAL LOCKERS	\$ 13,865									\$ 13,865		
TOILET ACCESSORIES	\$ 56,664			\$ 6,489	\$ 7,489	\$ 3,118	\$ 7,489	\$ 12,878		\$ 12,712	\$ 6,489	
FLAG POLE	\$ 14,875			\$ 14,875								
CORNER GUARDS SS	\$ 41,594			\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 7,594		\$ 4,000	\$ 6,000	
CUBBIES (HEADSTART)												
<b>Division 11: Equipment-PROTECTIVE WALL PADDING</b>	\$ 75,515									\$ 75,515		
PROTECTIVE WALL PADDING	\$ 18,360									\$ 18,360		
BASKETBALL BACKSTOPSHOOPS	\$ 57,155									\$ 57,155		
<b>Division 12: Furnishings-WINDOW COVERINGS</b>	\$ 202,577			\$ 7,905	\$ 3,702	\$ 7,750	\$ 88,997	\$ 18,985	\$ 1,998	\$ 65,555	\$ 7,405	\$ 270
WINDOW COVERINGS	\$ 48,318			\$ 7,905	\$ 3,702	\$ 7,750	\$ 148	\$ 18,985	\$ 1,998	\$ 155	\$ 7,405	\$ 270
WALL MOUNTED TABLEBENCHES	\$ 88,849						\$ 88,849					
GYM LOCKER BENCHES	\$ 4,000									\$ 4,000		
GYM TELESCOPIC BLEACHERS	\$ 61,410											
<b>Division 14: Conveying Equipment-ELEVATOR</b>	\$ 89,500							\$ 89,500				
ELEVATOR	\$ 89,500							\$ 89,500				



**NEAR-CAL CORP.**  
GENERAL CONTRACTORS

BID PROPOSAL FOR:  
NORTON SCIENCE AND LANGUAGE ACADEMY CHARTER SCHOOL  
SAN BERNARDINO, CA

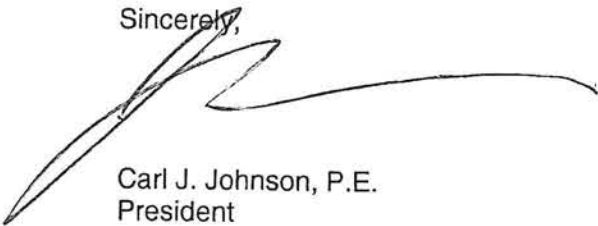
Larry Rieder  
Charter School Property Solutions  
[lrieder@cspis.us.com](mailto:lrieder@cspis.us.com)  
310.393.1100

- A. We the undersigned, hereby agree to furnish labor, material and equipment to Construct NSLA CHARTER SCHOOL SAN BERARDINO, CA
- B. Base Bid: Twenty six million six hundred ninety seven thousand four hundred eighty three dollars (\$26,697,483.00)
- A: \$20,251,625.00 – Buildings  
B: \$5,466,649.00 – Onsite  
C: \$979,209.00 – Offsite
- C. See Exhibit A – Qualifications.

We thank you for allowing Near-Cal Corp. to submit a proposal on this project.

Date: 03/24/2020

Sincerely,



Carl J. Johnson, P.E.  
President



*Developing Affordable Charter School Facilities*

EXHIBIT F  
2/14/20

February 18, 2020

Mr. Mark Baranick  
Millie & Severson  
P.O. Box 3601  
Los Alamitos, CA 90720

Mr. Steve Sanderson  
Near-Cal Construction  
512 Chaney Street  
Lake Elsinore, CA 92530

Mr. Greg McDonald  
Eleven Western Builders  
2862 Executive Place  
Escondido, CA 92029

Re: Request for Proposal for Construction

Norton Science & Language Academy ("NSLA") and Head Start School ("Head Start")

Gentlemen:

On behalf of Norton Science and Language Academy's Board of Directors, Executive Staff, and Teachers we express our appreciation and gratitude to all of your firms for your interest in submitting proposals for the construction of these two new facilities. We appreciate that the preparation of your proposals is laborious and an expensive effort for your firms and accordingly, we will treat your proposals with due diligence and respect as we analyze your proposals.

There are two parts to this project: the NSLA campus, a Charter school for K – 12 and, the County operated pre-school Head Start campus. The Project is located in the City of San Bernardino at 230 S. Waterman Avenue (NSLA), and 203 S. Allen Street (Head Start).

All construction work for NSLA is non-prevailing wage, however construction work on the Head Start campus, save for grading, shall be prevailing wage. The identification of these two sites is clearly defined by referring to Sheet C-12 in the Kimley-Horn Civil Engineering plans.

Your proposals shall be separate and distinct for NSLA and Head Start, to allow us to award separate contracts for the two facilities. Both contracts will be executed by NSLA and under one authority. These contracts will be awarded to the qualified low bidder of the total cost of the two proposals. This separation of the two is an accounting exercise only, and shall not be used to consider awarding the NSLA and Head Start to separate contractors.

The schedule for the project is driven by the potential significant financial penalty against NSLA, by the Seller of the land, if NSLA fails to vacate its current school on Central Avenue in San Bernardino by May 15, 2021. If this becomes a challenge to a "normal" construction schedule it may be possible to obtain TCO's for the critical buildings, e.g. Building's, A – D, and H (excluding E, F and G) to allow NSLA to vacate by May 15th. The Head Start school will need their site complete by July 1<sup>st</sup> for the 2021-2022 school year.

We expect to be in a position to commence grading on both sites on March 31st.



*Developing Affordable Charter School Facilities*

We have provided separately "Instructions to Bidders" for further clarification to assist you in preparing your proposals.

Thank you again,

Lawrence Rieder  
President

cc: Tom O'Neil

Attachments

EXHIBIT G  
2/18/20

Norton Science & Language Academy and Head Start School  
Instructions to Bidders  
Feb. 18th. 2020

1 Bids are due at 2:00 PM on March 17th

Bids to be forwarded to the Developer:

Charter School Property Solutions  
Larry Rieder  
[lrieder@CSPS.US.com](mailto:lrieder@CSPS.US.com)  
310.393.1100

2 The Form of Agreement for the Work shall be:

**AIA 102-2007 Cost of the Work, plus Fee with a Gmax**

3 The proposal shall be directed to **Norton Science & Language Academy, Att: Lisa Lamb, CEO**

4 Bid Breakdown shall be as follows:

**NSLA**

- a Buildings A thru G, individually
- b Onsite Improvements NSLA
- c All street improvements

**Head Start**

- a Building
- b On-site improvements

The day after the bid submittal, Contractors shall provide a detailed line item schedule of values in spread sheet form based on the **CSI Format that ties back to the breakdown in item 4 above.** At that time we are requesting a preliminary construction schedule as well

- 5 Design build for Fire Alarm and Fire Suppression systems shall be included, and the Contractor shall use only FS Contractors that are approved by **SB County Fire**. Said Contractor shall be required to **sign off on the design of the onsite fire loop as shown on the Kimley Horn bid documents.** This sign off is a requirement of SBC FD.
- 6 The GC will be responsible for any export or import of soils that are needed to balance the site, the earthwork quantities indicated on the grading plan are **strictly for the City's calculation of the cost of the Grading Permit.** The GC's bid shall include the rough and final grading as a lump sum number.  
The soccer field may be used by the Contractor to balance the site, subject to the approval of the Civil Engineer.
- 7 Deputy Inspection and Soils Field testing will be the responsibility of Owner (coordinated by GC) however any expenses for re-inspection due to failed tests will be back charged to the GC by the Owner
- 8 The GC shall include in his bid the cost for designing, hiring, permitting of all **offsite traffic control** as required by the City of San Bernardino for the construction of all in the public ROW.
- 9 The GC shall be responsible for all reporting to CalGreen Consultant as called out on the "IMEX" documents that are included in the Bid Documents



- 10 Building, grading, and offsite permits are responsibility of Owner
  - 11 All subcontractor permits are responsibility of GC.
  - 12 The Developer will hold weekly Construction Meetings during the course of construction at which the Project Manager must attend
  - 13 All construction staking will be the responsibility of the GC
  - 14 All construction water will be at the expense of the General Contractor
  - 15 Temp power for construction shall be at the expense of the GC, including the cost of the meter and permit, and the GC will be responsible for the cost of temp. power for the installation of the elevators in buildings G.
  - 16 The GC shall be responsible to install and maintain construction fencing around the perimeter of the site during construction
  - 17 The Contractor shall provide temporary site security lighting for both sites
  - 18 The GC shall be responsible to provide for all temporary construction power with SCE including the necessary permits and temp power poles.
  - 19 The fire flow test results provided by the City is attached (see attached)
  - 20 NSLA will pay for all permanent meters both sites
  - 21 The Contractor shall include the cost for a separate move in by the grading contractor to accommodate the staged relocation of the existing 33 KVA line that currently crosses the site. This line will be relocated to along the north property line and SCE is currently in design for this.
  - 22 The Contractor shall assume that 30% of the existing curb/gutter on both Waterman and Valley need to be replaced. The City Inspector will make the final decision on the extent of the replacement. However all existing driveways must be replaced and aren't included in this 30 percent number
  - 23 Permanent water service to both sites will be brought to the property line by SB City Water under an agreement with NSLA for these services, including fire and combination domestic/irrigation
  - 24 Onsite gas distribution, including piping and trenching shall be by the Contractor
  - 25 The Contractor shall provide trenching and backfill, including traffic control, for the tie-ins in both streets for Gas services, see Gas Co. Training Requirement for Applicant Trenching
-

**From:** Vince Novak <VNovak@tska.com>  
**Sent:** Friday, April 10, 2020 3:00 PM  
**To:** Tom Oneil <tom.oneil55@gmail.com>  
**Subject:** NSLA - Exterior Stucco System

*EXHIBIT H - Exterior Stucco  
W/M System Dates 4/10/20*

Tom,

Through our coordination the exterior stucco wall system and insulation will be modified as described below.

1. R-19 Batt Insulation in between wood studs
2. Exterior Sheathing as indicated on the Bid Documents
3. Tyvek Commercial Wrap
4. 1" DuPont Rigid insulation
5. 17 ga non furred woven wire lath attached with 2" staples
6. Standard 3-coat cementitious plaster – standard grey coat
7. Plaster finish – 16/20 medium sand float finish
8. Painted as specified in the Bid Documents.

Thanks and I hope that clears the air on this.



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**Vince Novak** | Principal

316 west 2<sup>nd</sup> street, penthouse | los angeles, ca |  
90012

213.614.0900 | [vnovak@tska.com](mailto:vnovak@tska.com) | [tska.com](http://tska.com)



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 **AIA® Document A102™ – 2017****Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 20th day of May in the year 2020  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

South Waterman Avenue, LLC  
17500 Mana Road  
Apple Valley, CA 92307

and the Contractor:  
*(Name, legal status, address and other information)*

Near-Cal Corp  
512 Chaney Street  
Lake Elsinore, CA 92530

for the following Project:  
*(Name, location and detailed description)*

HEAD START FACILITY  
305 S. ALLEN ST.  
SAN BERNARDINO, CA

The Architect:  
*(Name, legal status, address and other information)*

TSK Architects  
316 W. 2<sup>nd</sup> Street  
Penthouse  
Los Angeles, CA 90012

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
- 14 TERMINATION OR SUSPENSION
- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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User Notes:

(1767519595)



interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 4.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner. Contract to start 5 days or Receipt of Notice. Project to start no later than **May 15, 2020.**
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 4.3 Substantial Completion**

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: **Head Start Building and related sitework to obtain TCO, April 1, 2021, (Temporary Certificate of Occupancy).**

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

**ARTICLE 5 CONTRACT SUM**

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:  
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

**4.5% of cost**

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

**4.5% for additional scope**

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

**15%**

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§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
SEE EXHIBIT A		

§ 5.1.6 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable § 5.1.7 Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Savings to be split 60% to Owner and 40% to Contractor

Any "Buy-Out" of subtrades or reduction/increases in cost will be netted out and contingency item line development in the draw sheet. Contractor shall have the right to draw from the contingency for issues missed in subcontracting or other scope issues as it sees fit. Contractor shall inform owner in writing of items/issues paid through this contingency line item. At the end of the project the contingency left over shall be the "Savings". Savings will be reached on each trade when the subcontract is executed by the subcontractor and a line item adjustment will be made on G703 as well as a contingency line created. This line item will go up and down depending on buy-out and impact errors and omissions in subcontract.

(Paragraphs deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed **Four Million, Eight Hundred and Twenty-One Thousand, Seven Hundred and Thirty-Six Dollars (\$ 4,821,736.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
SEE EXHIBIT A	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
SEE EXHIBIT A		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
SEE EXHIBIT A	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption.)

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User Notes:

SEE EXHIBIT A

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops. **All workers in the trades will be paid prevailing wage, except for Grading and UG Utilities.**

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

Init.

**General Conditions to be charged at a pro-rata rate between Head Start and NSLA.**

**Supervision (3 People)**

**Project Manager**

**Project Engineer**

**Project Coordinator**

**Project Accountant**

**All rates to be as per General Conditions breakdown.**

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.



**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**Insurance to be 1.2% of cost. Bond to be .65% of contract work.**

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

### ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

### ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

*(Paragraphs deleted)*

Init.

§ 10.1. When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

10.3 Subcontract form to be sent to owner for review.

#### ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 12 PAYMENTS

##### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**Pencil Draw to take place on 4<sup>th</sup> week of month and projected to the end of the month.**

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the **last day** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ten (10) days after the Architect receives the Application for Payment. Subject to lender requirements.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

Init.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .5 **Conditional Lien Releases from both contractor and subcontractors to be received by owner no later than 30 days after progress billing is submitted to owner. Unconditional Lien Releases received for previous progress payment will be submitted no later than 60 days after payment is received.**

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

#### § 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

#### 10% Retention

§ 12.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Init.

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## General Conditions, Insurance and Bond Premium

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

### Partial Retention of 5% when project achieves TCO

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

### Contractor to act as Owners Agent to file Notice of Completion.

*(Paragraph deleted)*

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.
4. Contractor has delivered to Owner copies of all As-Built Plans, all Operation and Maintenance Manuals in electronic and hard copy format, applicable to work.
5. Contractor has delivered to Owner Warranties and Guarantees.
6. Contractor has delivered a Conditional Final Release for the amount owed.
7. Contractor has delivered from subcontractors, Conditional Final Lien Releases.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

Init.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**35 Days after Notice of Completion is filed**

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

**§ 12.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

**Five Percent % 5**

**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**Larry Reider**

**§ 13.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15 of AIA Document A201-2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other (*Specify*)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 14 TERMINATION OR SUSPENSION

### § 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

### § 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

### § 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

## § 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:  
*(Name, address, email address and other information)*

Larry Rieder

§ 15.3 The Contractor's representative:  
*(Name, address, email address and other information)*

Steve Lewis  
Steve Sanderson

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 15.5 Insurance and Bonds**

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraph deleted)*

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

**See Exhibit B**

- .5 Drawings

Init.

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Number	Title	Date
See Exhibit B		

.6 Specifications

Section	Title	Date	Pages
See Exhibit B			

.7 Addenda and RFI's at Bid Time, if any:

Number	Date	Pages
See Exhibit B		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

(Paragraph deleted)

(Paragraphs deleted)

.8 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

**9.1 Exhibit A - Contract Qualifications - Dated 4/27/20**

**9.2 Exhibit B - Contract Documents - Dated 4/27/20**

**9.3 Exhibit C - Cost Breakdown - Dated 5/7/20**

**9.4 Exhibit D - Project Schedule - Dated 4/27/20**

**9.5 Exhibit E - Bid Proposal - Dated 3/24/20**

**9.6 Exhibit F - Invitation to Bid - Dated 2/14/20**

**9.7 Exhibit G - Instruction to Bidders - Dated 2/18/20**

**9.8 Exhibit H - Email from Architect on Exterior Stucco Wall System - Dated 4/10/20**

**9.9 Exhibit I - Prevailing Wage on Privately Funded Project**

This Agreement entered into as of the day and year first written above.

Owner

Near-Cal Corp

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Carl Johnson President  
(Printed name and title)

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# NEAR-CAL CORP.

GENERAL CONTRACTORS

## Exhibit A – Contract Qualifications

Updated:4-27-2020

*HEAD START*

### Exclusions:

1. Security guard. Owner to provide if needed.
2. Costs of test and inspections.
3. Soil stabilization and de-watering.
4. Drying of saturated soil.
5. Remediation of unforeseen conditions.
6. Cost of City and utility, permit fees, charges, assessments or meter fees if any. Contractors to pay for subtrade permits.
7. Cost of City fire connection fee.
8. Cost of utility relocation.
9. Removal and/or handling of any hazardous waste.
10. Cost of builders risk insurance (property insurance)
11. Cost of moisture mitigation at slab
12. Haul off of hidden debris
13. Responsible for any unclassified excavation (This is under 321 2000 Earthwork 3.4A Unclassified Excavation. Essentially this holds the contractor responsible for any hidden conditions or obstacles which is not per the contract language in any AIA contract form. We cannot be held responsible for hidden conditions.)
14. Cost of seeding and removal in area not worked on in 7 days
15. Cost of Title 24 Green Building and HVAC commissioning agent, agent is covered by owner, we will respond to direction by agent.
16. Cost of Edison relocation except for the second move on for grader.
17. Any Edison, telephone and CATV not shown on ES1.01 and ES1.03.
18. Electrical conductors from transformer to main switchgears at Head Start and NSLA.
19. Overtime cost for Head Start, Building A and B due to delays on power line relocation.
20. Parex plaster system. (NSLA spec section 09 2400 calls for Parex system)-See item #6 on clarifications.
21. Plaster control joints at soffits and canopies, none shown on plans.
22. FSC Lumber (Not Available, NSLA Specs call it out in section 06 1000)
23. Seismic Requirements (NSLA Spec Section 22 0550 and 26 0548)
24. Exterior permeable water and air barrier
25. Any LEED requirements. ( NSLA Spec. Section 21 0500, 26 0500, 26 5100/Headstart Spec. Section 21 0500, 26 0500 )
26. EMS system and DDC controls. Cost only includes individual programable t-stats for each unit. (NSLA Spec. Section 23 0923, 23 7416.12, 23 7416.13/Head Start Section 23 7416.12)
27. Any special keying requirements.
28. Any high performance coating.

29. Any floor moisture and alkalinity test.
30. Any visual display units. ( NSLA Spec. Section 10 1100)
31. Cubicle curtains and track (NSLA Spec. Section 23 0923) Did not find it in the plans.
32. Pre-manufactured coping per 077113 specifications, standard prefinished coping was figured. (NSLA and Head Start spec book calls out spec 07 7113 and 07 6200 for sheet metal)
33. Post contract expansion for fire alarm. (NSLA and Head Start Spec Section 28 3100)
34. PE approval for fire alarm. (NSLA and Head Start Spec Section 28 3100)
35. Structural engineering for mounting of gym speakers.
36. Soccer field stripping
37. Prime coat at AC paving. Section 32-1216 calls out for the use of prime coat. This is not called out on the civil on site or off site plan nor can I find any reference to it in the San Bernardino standards. The use of the prime coat is to seal the base section from moisture loss but in practical terms it is not used since there is only a few days that the asphalt coat is added to complete the section so this moisture loss is minimal. Also it is an added cost of \$.25/SF and it must cure over 3 to 4 days before you can lay asphalt. In other words your wasting money.
38. Caulking, sealants at PCC walks.
39. Cost to relocation/abandon existing utilities offsite.
40. Reflective coating at AC paving.
41. Any additional contingency material per the structural plans. (Per note 14 under reinforcing steel sheet S0.01)
42. Grease interceptor at Head Start.
43. Prevailing wage for grading and underground utilities at Head Start.
44. Feature Wall.
45. Playground equipment, associated surfacing and mow curb.
46. Playground surfacing at exterior basketball courts.

### **Clarifications:**

1. Due to unpredictable material price increases Near Cal Corp will not absorb material price increases-This is on a case by case basis. In the advent Near Cal can mitigate this it will but if it is beyond our control we cannot absorb the increase. We are especially in uncharted waters due to the Corona Virus and the impact it has on the supply chain as well as the work force.
2. GC insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate and \$20,000,000 for excess.
3. Sub trade insurance liability to be limited to \$1,000,000 per Occurrence and \$2,000,000 aggregate.
4. Reuse of onsite soil for topsoil. The plan calls for amending the onsite soil and having it tested which we have covered but Planting 01-1000-3 2.1 Top Soil B. Import soils requirements. One could infer that top soil needs to be imported.
5. Assumes footings can be cast against earth and not formed. Section 03 11009 Concrete Formwork 3.1.B "Sides of all footings and grade beams to be formed unless..."
6. Plaster system/Wall as per exhibit H.

Exterior metal siding over 3/8" Hat channels over 1" rigid over Tyvek paper was figured.

7. Building G masonry walls and pilasters based as gray precision medium weight blocks.
8. Roll up doors to be chain hoist operated.
9. Electrical conduits were only figured from site transformers to switchgear. No cost was figured from power source offsite to onsite transformers for Head Start or NSLA.
10. Resilient athletic flooring to be 9mm Robbins Pulastic Classic 90.
11. Toilet partition to be Scranton solid plastic.
12. Owner to provide network switches, UPS, Hubs, routers, wireless access points for all systems.
13. Cost of bike racks/lockers based on 7 lockers for both NSLA and Head Start as well as 3 racks for 5 bikes each.
14. Use of 12"x36" footings at fencing. If detail AS2.12/13 is required add \$90,500.

### **Special Inclusions:**

The following **allowances** are used in making up this proposal. Cost includes material, labor and equipment.

1. Bus Shelter-\$20,000
2. Playground striping at NSLA-\$22,500
3. 6" Bollards-\$10,000 (20 Bollards)
4. Fire access road to be 4" of class 2 road base over compacted subgrade 20 feet wide. This is subject to fire marshal's approval-\$30,817

*Final*

**EXHIBIT B**

**HEAD START Facility  
205 South Allen Street  
San Bernardino, CA 92408  
04/27/2020**

**Plans & Specifications Prepared By:**

**TSK Architects  
316 West 2<sup>nd</sup> Street  
Los Angeles, CA 90012**

**Kimley Horn  
660 S. Figueroa St. #2050  
Los Angeles, CA 90017**

**Hongjoo Kim Landscape Architects  
7114 W. Olympic Blvd. #700  
Los Angeles, CA 90015**

**KPFF Consulting Engineers  
700 S. Flower St #2100  
Los Angeles, CA 90017**

**IMEG Corp  
901 Via Piemonte #400  
Ontario, CA 91764**

**GEOCON West, Inc.  
41571 Corning Place, Suite 101  
Murrieta, CA 92562**

<b><u>REPORTS</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
SOILS REPORT	GEOTECHNICAL INVESTIGATION	11/19/2019
SPECIFICATIONS	PROJECT MANUAL VOLUME 1 & 2	02/11/2020
RFI'S	RFI LOG #5C AND ALL LISTED ATTACHMENTS	03/18/2020

<b><u>SHEET</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b><u>COVERSHEET</u></b>		
0.0	COVER SHEET	02/11/2020
<b><u>GENERAL</u></b>		
G0.00	GENERAL SHEET	02/11/2020
G0.11	GENERAL ACCESSIBILITY DETAILS	02/11/2020
G1.11	LIFE SAFETY PLAN	02/11/2020
<b><u>CIVIL</u></b>		
C01	COVER SHEET	02/18/2020
C02	GENERAL NOTES	02/18/2020
C04	DEMOLITION PLAN	02/18/2020
C06	HORIZONTAL CONTROL	02/18/2020
C12	SITE PLAN	02/18/2020
C14	PAVING PLAN	02/18/2020
C18	GRADING AND DRAINAGE PLAN	02/18/2020
C19	SECTIONS	02/18/2020
C25	UTILITY PLAN	02/18/2020
C26	CONSTRUCTION DETAILS	02/18/2020
C27	CONSTRUCTION DETAILS	02/18/2020
C29	EROSION CONTROL	02/18/2020

C30	EROSION CONTROL	02/18/2020
C31	CONDITIONS OF APPROVAL	02/18/2020
C32	TENTATIVE PARCEL MAP	02/18/2020
C33	TENTATIVE PARCEL MAP	02/18/2020
C34	TENTATIVE PARCEL MAP	02/18/2020
C35	TENTATIVE PARCEL MAP	02/18/2020
<b><u>LANDSCAPE</u></b>		
L100	CONSTRUCTION SCHEDULE & NOTES	02/18/2020
L101	LANDSCAPE OVERALL CONSTRUCTION PLAN	02/18/2020
L131	LANDSCAPE SECTIONS	02/18/2020
L141	LANDSCAPE CONSTRUCTION DETAILS	02/18/2020
L201	HYDROZONE	02/18/2020
L2.10	IRRIGATION LEGEND AND NOTES	02/18/2020
L2.11	IRRIGATION PLAN	02/18/2020
L2.12	IRRIGATION DETAILS	02/18/2020
L2.13	IRRIGATION DETAILS	02/18/2020
L3.01	PLANTING PLAN	02/18/2020
<b><u>ARCHITECTURAL SITE</u></b>		
AE0.01	FIRE ACCESS SITE PLAN	02/11/2020
AS1.01	ARCHITECTURAL SITE PLAN	02/11/2020
AS2.01	ARCHITECTURAL SITE DETAILS	02/11/2020
<b><u>ARCHITECTURAL</u></b>		
A1.01	OVERALL FLOOR PLAN	02/11/2020
A1.22	ENLARGED TYPICAL CLASSROOM FLOOR PLANS & ELEVATIONS	02/11/2020
A1.23	ENLARGED RESTROOM FLOOR PLANS & ELEVATIONS	02/11/2020
A1.31	FLOOR FINISH PLAN	02/11/2020
A2.00	FINISH, MATERIAL & DOOR SCHEDULE, PANEL, & FRAME TYPES	02/11/2020
A2.12	WINDOW TYPES, DOOR AND WINDOW DETAILS	02/11/2020
A2.13	DOOR AND WINDOW DETAILS	02/11/2020
A2.31	PARTITION TYPES	02/11/2020
A3.01	OVERALL CEILING PLAN	02/11/2020
A4.01	ROOF PLAN	02/11/2020
A4.11	ROOF DETAILS	02/11/2020
A6.01	OVERALL EXTERIOR ELEVATIONS	02/11/2020
A7.01	BUILDING SECTIONS	02/11/2020
A7.11	WALL SECTIONS	02/11/2020
A7.21	BUILDING DETAILS	02/11/2020
A8.01	CASEWORK ENLARGED PLANS, ELEVATIONS & DETAILS	02/11/2020
<b><u>STRUCTURAL</u></b>		
S0.00	SHEET LIST, SYMBOLS AND ABBREVIATIONS	02/18/2020
S0.01	GENERAL STRUCTURAL NOTES	02/18/2020
S0.02	GENERAL STRUCTURAL NOTES	02/18/2020
S1.01	HEAD START BUILDING – FOUNDATION PLAN	02/18/2020
S2.01	HEAD START BUILDING – ROOF FRAMING PLAN	02/18/2020
S5.00	TYPICAL CONCRETE DETAILS	02/18/2020
S5.01	TYPICAL CONCRETE DETAILS	02/18/2020
S5.02	TYPICAL CONCRETE DETAILS	02/18/2020
S6.00	TYPICAL CMU DETAILS	02/18/2020
S7.00	TYPICAL WOOD DETAILS	02/18/2020
S7.01	TYPICAL WOOD DETAILS	02/18/2020

S7.02	TYPICAL WOOD DETAILS	02/18/2020
S7.03	TYPICAL WOOD DETAILS	02/18/2020
S7.04	TYPICAL WOOD DETAILS	02/18/2020
S7.05	WOOD DETAILS	02/18/2020
<b><u>MECHANICAL</u></b>		
M0.01	MECHANICAL COVERSHEET	02/18/2020
M0.02	SCHEDULES	02/18/2020
M0.03	TITLE 24	02/18/2020
M0.04	TITLE 24	02/18/2020
M1.11	FLOOR PLAN	02/18/2020
M4.11	ROOF PLAN	02/18/2020
M5.01	DETAILS	02/18/2020
M5.02	DETAILS	02/18/2020
<b><u>PLUMBING</u></b>		
P0.01	PLUMBING COVERSHEET	02/18/2020
P0.02	SCHEDULES	02/18/2020
PS1.01	SITE PLAN	02/18/2020
PS1.02	SITE PLAN	02/18/2020
P1.10	UNDERFLOOR PLAN	02/18/2020
P1.11	FLOOR PLAN	02/18/2020
P2.01	ENLARGED PLANS	02/18/2020
P4.11	ROOF PLAN	02/18/2020
P5.01	DETAILS	02/18/2020
P5.02	DETAILS	02/18/2020
<b><u>ELECTRICAL</u></b>		
E0.01	ELECTRICAL COVERSHEET	02/18/2020
E0.02	SINGLE LINE DIAGRAM	02/18/2020
E0.03	PANEL SCHEDULES	02/18/2020
E0.04	LIGHTING FIXTURE SCHEDULE	02/18/2020
E0.05	TITLE 24	02/18/2020
ES1.01	SITE LIGHTING PLAN	02/18/2020
ES1.02	SITE PHOTOMETRIC PLAN	02/18/2020
ES1.03	SITE POWER PLAN	02/18/2020
E1.11	LIGHTING PLAN	02/18/2020
E1.21	POWER PLAN	02/18/2020
E1.31	FIRE ALARM PLAN	02/18/2020
E4.11	ROOF PLAN	02/18/2020
E5.01	DETAILS	02/18/2020
E5.02	DETAILS	02/18/2020
<b><u>DATA</u></b>		
T0.01	TECHNOLOGY COVERSHEET	02/18/2020
T1.11	FLOOR PLAN	02/18/2020

# NEAR-CAL CORP.

GENERAL CONTRACTORS

NSLA AND HEADSTART  
SAN BERNARDINO, CA

## EXHIBIT C COST BREAK DOWN

DATED 5-7-20  
PREVAILING WAGE  
HEAD START

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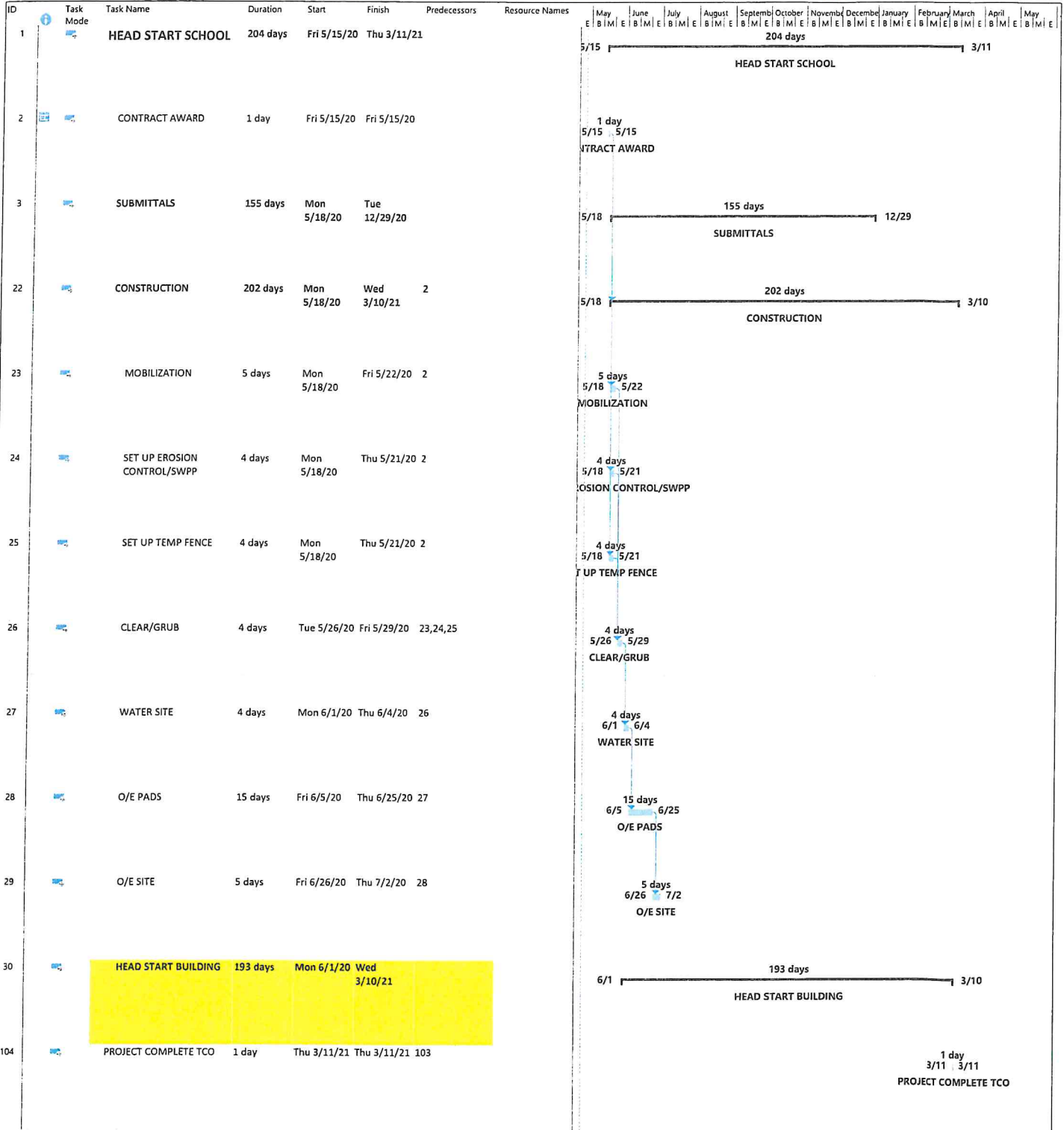
<b>Divison 1:</b>	\$	<b>720,828</b>
GENERAL CONDITIONS	\$	444,028
FEE-4.5%	\$	194,200
INSURANCE	\$	44,600
PERFORMANCE BOND	\$	38,000
<b>Divison 3: Concrete-</b>	\$	<b>655,655</b>
CONCRETE BUILDING	\$	418,000
CONCRETE SITE	\$	175,858
CONCRETE SEAL AND CON-DEK	\$	2,250
CONCRETE WALKS	\$	59,547
<b>Divison 4: Masonry-</b>	\$	<b>24,000</b>
MASONRY	\$	24,000
<b>Division 5: Metals-</b>	\$	<b>135,000</b>
STRUCTURE STEEL	\$	135,000
<b>Division 6: Wood, Plastics and Compos</b>	\$	<b>598,350</b>
ROUGH CARPENTRY	\$	500,000
FINISH CARPENTRY	\$	81,350
FRP	\$	17,000
<b>Division 7: Thermal and Moisture Prote</b>	\$	<b>241,270</b>
CAULKING	\$	1,750
FIRESTOPPING	\$	5,000
INSULATION	\$	46,120
ROOFING	\$	140,000
SHEET METAL	\$	48,400
<b>Division 8: Openings-</b>	\$	<b>254,808</b>



HM DOORS/HARDWARE	\$	153,695
STOREFRONT	\$	101,113
<b>Division 9: Finishes-</b>	<b>\$</b>	<b>669,232</b>
PLASTER	\$	201,500
DRYWALL	\$	281,363
ACOUSTICAL TILE	\$	50,000
RESILIENT FLOOR	\$	88,312
PAINTING BLDG	\$	48,057
<b>Division 10: Specialties-</b>	<b>\$</b>	<b>91,321</b>
INTERIOR SIGNS	\$	22,000
MISC SPECIALTIES	\$	4,000
TOILET ACCESSORIES	\$	9,528
CORNER GUARDS SS	\$	15,793
CUBBIES (HEADSTART)	\$	40,000
<b>Division 12: Furnishings-</b>	<b>\$</b>	<b>3,605</b>
WINDOW COVERINGS	\$	3,605
<b>Division 21: Fire Suppression-</b>	<b>\$</b>	<b>72,000</b>
FIRE SPRINKLER	\$	72,000
<b>Division 22: Plumbing-</b>	<b>\$</b>	<b>311,400</b>
PLUMBING	\$	311,400
<b>Division 23: Heating Ventilating and Air</b>	<b>\$</b>	<b>174,985</b>
HVAC	\$	174,985
<b>Division 26: Electrical</b>	<b>\$</b>	<b>495,656</b>
ELECTRICAL	\$	495,656
<b>Division 27&amp; 28: Communications and I</b>	<b>\$</b>	<b>54,524</b>
FIRE ALARM	\$	54,524
<b>Division 32: Exterior Improvements</b>	<b>\$</b>	<b>319,102</b>
AC PAVING	\$	112,658
LINE STRIPES	\$	6,531
FENCE	\$	66,600
BIKE RACKS	\$	18,413
LANDSCAPE/IRR	\$	114,900
<b>TOTAL</b>	<b>\$</b>	<b>4,821,736</b>

HEAD START  
PW

EXHIBIT D - Project Schedule 4/27/20 Head Start



Project: HEAD START SAN BERN  
Date: Mon 4/27/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT E Bid Proposal Dates 3/24/20 Head Start

**NEAR-CAL CORP.**  
GENERAL CONTRACTORS

BID PROPOSAL FOR:  
HEAD START FACILITY  
SAN BERNARDINO, CA

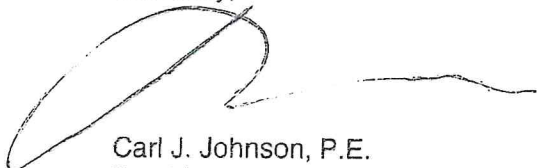
Larry Rieder  
Charter School Property Solutions  
[lrieder@cspis.us.com](mailto:lrieder@cspis.us.com)  
310.393.1100

- A. We the undersigned, hereby agree to furnish labor, material and equipment to Construct HEAD START FACILITY SAN BERNARDINO, CA
- B. Base Bid: Four million six hundred ninety two thousand six hundred six dollars.  
(\$4,692,606.00)
- A: \$4,050,333.00 – Building  
B: \$642,273.00 - On-site
- C. See Exhibit A – Qualifications.

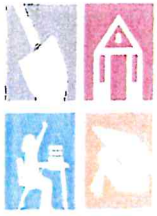
We thank you for allowing Near-Cal Corp. to submit a proposal on this project.

Date: 03/24/2020

Sincerely,



Carl J. Johnson, P.E.  
President



# CHARTER SCHOOL PROPERTY SOLUTIONS

EXHIBIT F  
2/14/20

*Developing Affordable Charter School Facilities*

February 18, 2020

Mr. Mark Baranick  
Millie & Severson  
P.O. Box 3601  
Los Alamitos, CA 90720

Mr. Steve Sanderson  
Near-Cal Construction  
512 Chaney Street  
Lake Elsinore, CA 92530

Mr. Greg McDonald  
Eleven Western Builders  
2862 Executive Place  
Escondido, CA 92029

Re: Request for Proposal for Construction

Norton Science & Language Academy ("NSLA") and Head Start School ("Head Start")

Gentlemen:

On behalf of Norton Science and Language Academy's Board of Directors, Executive Staff, and Teachers we express our appreciation and gratitude to all of your firms for your interest in submitting proposals for the construction of these two new facilities. We appreciate that the preparation of your proposals is laborious and an expensive effort for your firms and accordingly, we will treat your proposals with due diligence and respect as we analyze your proposals.

There are two parts to this project: the NSLA campus, a Charter school for K – 12 and, the County operated pre-school Head Start campus. The Project is located in the City of San Bernardino at 230 S. Waterman Avenue (NSLA), and 203 S. Allen Street (Head Start).

All construction work for NSLA is non-prevailing wage, however construction work on the Head Start campus, save for grading, shall be prevailing wage. The identification of these two sites is clearly defined by referring to Sheet C-12 in the Kimley-Horn Civil Engineering plans.

Your proposals shall be separate and distinct for NSLA and Head Start, to allow us to award separate contracts for the two facilities. Both contracts will be executed by NSLA and under one authority. These contracts will be awarded to the qualified low bidder of the total cost of the two proposals. This separation of the two is an accounting exercise only, and shall not be used to consider awarding the NSLA and Head Start to separate contractors.

The schedule for the project is driven by the potential significant financial penalty against NSLA, by the Seller of the land, if NSLA fails to vacate its current school on Central Avenue in San Bernardino by May 15, 2021. If this becomes a challenge to a "normal" construction schedule it may be possible to obtain TCO's for the critical buildings, e.g. Building's, A – D, and H (excluding E, F and G) to allow NSLA to vacate by May 15th. The Head Start school will need their site complete by July 1<sup>st</sup> for the 2021-2022 school year.

We expect to be in a position to commence grading on both sites on March 31st.

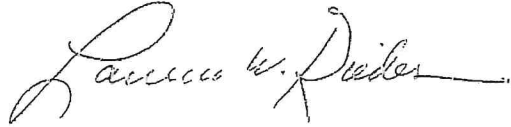


CHARTER SCHOOL  
PROPERTY  
SOLUTIONS

*Developing Affordable Charter School Facilities*

We have provided separately "Instructions to Bidders" for further clarification to assist you in preparing your proposals.

Thank you again,



Lawrence Rieder  
President

cc: Tom O'Neil

Attachments

EXHIBIT G  
2/18/20

Norton Science & Language Academy and Head Start School  
Instructions to Bidders  
Feb. 18th. 2020

- 1 Bids are due at 2:00 PM on March 17th

Bids to be forwarded to the Developer:

Charter School Property Solutions  
Larry Rieder  
[lrieder@CSPS.US.com](mailto:lrieder@CSPS.US.com)  
310.393.1100

- 2 The Form of Agreement for the Work shall be:

**AIA 102-2007 Cost of the Work, plus Fee with a Gmax**

- 3 The proposal shall be directed to Norton Science & Language Academy, Att: Lisa Lamb, CEO

- 4 Bid Breakdown shall be as follows:

**NSLA**

- a Buildings A thru G, individually
- b Onsite Improvements NSLA
- c All street improvements

**Head Start**

- a Building
- b On-site improvements

The day after the bid submittal, Contractors shall provide a detailed line item schedule of values in spread sheet form based on the **CSI Format that ties back to the breakdown in item 4 above.** At that time we are requesting a preliminary construction schedule as well

- 5 Design build for Fire Alarm and Fire Suppression systems shall be included, and the Contractor shall use only FS Contractors that are approved by **SB County Fire**. Said Contractor shall be required **to sign off on the design of the onsite fire loop as shown on the Kimley Horn bid documents.** This sign off is a requirement of SBC FD.
- 6 The GC will be responsible for any export or import of soils that are needed to balance the site, the earthwork quantities indicated on the grading plan are **strictly for the City's calculation of the cost of the Grading Permit.** The GC's bid shall include the rough and final grading as a lump sum number.  
The soccer field may be used by the Contractor to balance the site, subject to the approval of the Civil Engineer.
- 7 Deputy Inspection and Soils Field testing will be the responsibility of Owner (coordinated by GC) however any expenses for re-inspection due to failed tests will be back charged to the GC by the Owner
- 8 The GC shall include in his bid the cost for designing, hiring, permitting of all offsite traffic control as required by the City of San Bernardino for the construction of all in the public ROW.
- 9 The GC shall be responsible for all reporting to CalGreen Consultant as called out on the "IMEX" documents that are included in the Bid Documents

- 10 Building, grading, and offsite permits are responsibility of Owner
- 11 All subcontractor permits are responsibility of GC.
- 12 The Developer will hold weekly Construction Meetings during the course of construction at which the Project Manager must attend
- 13 All construction staking will be the responsibility of the GC
- 14 All construction water will be at the expense of the General Contractor
- 15 Temp power for construction shall be at the expense of the GC, including the cost of the meter and permit, and the GC will be responsible for the cost of temp. power for the installation of the elevators in buildings G.
- 16 The GC shall be responsible to install and maintain construction fencing around the perimeter of the site during construction
- 17 The Contractor shall provide temporary site security lighting for both sites
- 18 The GC shall be responsible to provide for all temporary construction power with SCE including the necessary permits and temp power poles.
- 19 The fire flow test results provided by the City is attached (see attached)
- 20 NSLA will pay for all permanent meters both sites
- 21 The Contractor shall include the cost for a separate move in by the grading contractor to accommodate the staged relocation of the existing 33 KVA line that currently crosses the site. This line will be relocated to along the north property line and SCE is currently in design for this.
- 22 The Contractor shall assume that 30% of the existing curb/gutter on both Waterman and Valley need to be replaced. The City Inspector will make the final decision on the extent of the replacement. However all existing driveways must be replaced and aren't included in this 30 percent number
- 23 Permanent water service to both sites will be brought to the property line by SB City Water under an agreement with NSLA for these services, including fire and combination domestic/irrigation
- 24 Onsite gas distribution, including piping and trenching shall be by the Contractor
- 25 The Contractor shall provide trenching and backfill, including traffic control, for the tie-ins in both streets for Gas services, see Gas Co. Training Requirement for Applicant Trenching

**From:** Vince Novak <VNovak@tska.com>  
**Sent:** Friday, April 10, 2020 3:00 PM  
**To:** Tom Oneil <tom.oneil55@gmail.com>  
**Subject:** NSLA - Exterior Stucco System

*EXHIBIT H - Exterior Stucco  
WMC System Dates 4/10/20*

Tom,

Through our coordination the exterior stucco wall system and insulation will be modified as described below.

1. R-19 Batt Insulation in between wood studs
2. Exterior Sheathing as indicated on the Bid Documents
3. Tyvek Commercial Wrap
4. 1" DuPont Rigid insulation
5. 17 ga non furred woven wire lath attached with 2" staples
6. Standard 3-coat cementitious plaster – standard grey coat
7. Plaster finish – 16/20 medium sand float finish
8. Painted as specified in the Bid Documents.

Thanks and I hope that clears the air on this.

  
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**Vince Novak** | Principal

316 west 2<sup>nd</sup> street, penthouse | los angeles, ca |  
90012

213.614.0900 | [vnovak@tska.com](mailto:vnovak@tska.com) | [tska.com](http://tska.com)

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 cid:image003.png@01D5A366.D71D48F0  
 cid:image004.png@01D5A366.D71D48F0

**ARCHITECT-CLIENT PRIVILEGED & CONFIDENTIAL INFORMATION**

This message may contain TSK Architects confidential or privileged information. If you receive this transmission in error please disregard and notify the sender by return email. Any dissemination or use of this information by a person other than the intended recipient(s) is unauthorized and may be illegal.

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# NEAR-CAL CORP.

GENERAL CONTRACTORS

May 20, 2020

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## Exhibit I - Prevailing Wage Monitoring

Near-Cal Corp shall have a 3<sup>rd</sup> party Contract Administrator that will obtain Certified Payroll from our trades, supply and labor to the project.

We will make sure that prevailing wages are paid on this project and not treat it as a public works project via reported to the DIR, Apprentice Standards, as such.

Since the project is publicly funded, we are required to pay only the prevailing wage

**Please see attached Exhibit I from Capstone Consulting Services, Inc.**

EXHIBIT I 5/20/20  
PREVAILING WAGE MONITORING



May 19, 2020

NEAR- CAL CORP.  
512 Chaney St.  
Lake Elsinore, CA 92530

RE: San Bernardino Head Start- Prevailing Wage Oversight

Dear Cindy,

Per your request, I've put together an exhibit which breaks down the anticipated tasks and associated time/costs for the collection and review of subcontractor reports to ensure they are paying the proper prevailing wages on your Private project.

My firm uses the LCP Tracker software and portal for subcontractors to submit their hours and worker pay data. Built into the software are the applicable prevailing wages and classifications of which is available on the DIR website. The software will flag, and not allow a contractor to certify the report if the wages are not paid and reported correctly- thus by the time the reports come to us, we will simply have to ensure the fringes (if applicable) are reported and paid correctly, and that contractors are reporting all workers/hours by trade.

This software is free for subcontractors, and there are many tools and trainings available in the LCP Tracker portal for contractors to use. Use of the LCP Tracker software is built into our hourly review rate.

As part of our review we will be comparing the certified payroll reports to a site log or sign in sheet to ensure all workers and hours are properly reported. We are happy to provide a site sign in sheet upon request- however, as long as the worker names, trades, and total hours are listed (by date) it will simplify our review.

Also enclosed in this transmittal is a Statement of Qualifications for myself and my lead Auditor. Mind you, our specialty is prevailing wage and most of our audit/review services include much more than just verifying proper wages – however, we welcome the opportunity for strictly prevailing wage oversight on this particular project.

Many thanks for the opportunity to submit this proposal to you. Please let me know if you have any questions.

Best,



Adrianna M. Lopez  
President

Ph: (909) 744-9800 Fax: (909) 494-7580

P.O. Box 76, Skyforest, CA 92385

**CAPSTONE CONSULTING SERVICES, INC.**  
**ANTICIPATED TASK AND HOURLY RATE BREAKDOWN**  
**SAN BERNARDINO HEAD START- PREVAILING WAGE**

<b>TASK 1- INITIAL SET UP</b>	<b>Anticipated Time to Complete Task</b>	<b>Hourly Rate</b>
Set up Project in LCP Tracker/ Initial Correspondence for Project Info/ Write Sub Intro Letter	1.25 hours	\$67.50
Initial Correspondence w/ Subs - 30 sub trades	2.75 hours	\$67.50
Sub Set up in LCP Tracker (30)-	3.25 hours	\$67.50
<b>TASK 2- Certified Payroll Review</b>	<b>Anticipated Time to Complete Task</b>	<b>Hourly Rate</b>
Certified Payroll Review- Includes Fringe Contribution Verification to Ensure Proper Payment of Wages	10 hours per month	\$67.50
Correspondence with contractor & subs regarding missing reports, missing fringe data, audit results	2.5 hours per month	\$67.50

**ESTIMATED TOTALS**

Start Up/ Set Up/ Initial Cost	7.25 hours - \$489.38
Monthly Review	\$843.75 per month
Total Project Cost (1 year)	\$10,614.38



## **STATEMENT OF QUALIFICATIONS**

### **Adrianna Lopez- President**

- Nearly 10 total years of experience in prevailing wage oversight and consulting
- Holds Bachelor and Master's Degrees
- Trained and began in the industry at one of the leading Labor Compliance Firms in California- both as a site interviewer, then auditor
- Has attended over 40 California Prevailing wage seminars, trainings, legal updates, public forums/meetings, workshops, and conferences
- Attended 7 Davis Bacon multi-day trainings/workshops and conferences
- Extensive experience with PLA requirements and oversight, Skilled and Trained requirements and audits, and Section 3/HUD projects and requirements
- Holds quarterly trainings and seminars for contractors, and other industry professionals
- Owner of Capstone Consulting Services, Inc. and is responsible for 12 compliance experts in three Capstone locations who:
  - Oversee prevailing wage compliance for 78 active clients
  - \*Collect/audit documents/ensure compliance for over 200 active subcontractors (when client is a Prime contractor and/or if client has a tiered subcontractor) \*Data current as of 9.12.2019

### **Brandi Martinell- Senior Consultant**

- Nearly 13 years of experience as a prevailing wage auditor
- Trained by one of the leading Labor Compliance firms in California, audited contractors for them for nearly 7 years
- Extensive training and seminar attendance throughout the years
- Proficient in filing complaints with DLSE and Department of Labor
- Senior auditor on a major project for a large GC under a PLA for 2 years
- Senior subcontractor auditor for three large prime contractors, and Director of Moreno Valley operations for Capstone Consulting for almost 4 years



5.20.2020

Re: References

Dear Cindy,

Per your request please see the below references:

Alan Alavi- Archico Design Build, Inc.  
[alan@archico.com](mailto:alan@archico.com)

(949) 272-4426

Sharon Bishop- Pro West Constructors  
[sbishop@prowestconstructors.com](mailto:sbishop@prowestconstructors.com)

(951) 678-1038;231

Marcos Quezada- Eco Tech Services, Inc.  
[mquezada@ecotechservices.net](mailto:mquezada@ecotechservices.net)

Should you require more I am happy to provide them.

Best,

Adrianna Lopez  
President

**Lewis Center for Educational Research Board  
Agenda Item Cover Sheet**

Date of meeting: May 26, 2020

Title: BP 3300: Expenditures and Purchases Revision

Presentation: \_\_\_\_\_ Consent: \_\_\_\_\_ Action: X Discussion: \_\_\_\_\_ Information: \_\_\_\_\_

Background:

Fiscal Implications (if any):

Impact on Mission, Vision or Goals (if any):

Recommendation: Approve BP 3300 – Expenditures and Purchases Revision

Submitted by: David Gruber, Director of Finance

## Lewis Center for Educational Research

### BP 3300: BUSINESS EXPENDITURES AND PURCHASES

Adopted: September 12, 2011

Revised: May 26, 2020

The Lewis Center for Educational Research (“LCER”) Board of Directors (“Board”) complies with applicable federal and state laws and regulations governing Business and Finance. The Board of Directors recognizes its fiduciary responsibility to oversee the prudent expenditure of LCER organization funds. In order to best serve organization LCER’s interests, the President/Chief Executive Officer (“CEO”) or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the organization LCER receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

#### Spending Authority:

The ~~CEO~~President or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in ~~Public Contract Code 20111~~ by the Board, beyond which Board approval ~~competitive bidding process~~ is required. ~~The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.~~ The Board shall review all transactions entered into by the CEO or designee which exceed \$10,000 monthly at the regular scheduled Board meeting. The CEO or designee may authorize an expenditure exceeding the budget classification allowance, only if an amount sufficient to cover the purchase is available in the budget. The Board shall not recognize obligations incurred contrary to Board Policy and administrative regulations.

~~The Board shall review all transactions entered into by the President or designee on behalf of the Board which exceed \$10,000 quarterly.~~

~~The President or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget.~~

~~Organization funds shall not be expended for the purchase of alcoholic beverages.~~

#### **Purchasing Procedures:**

~~Insofar as possible, g~~Goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in ~~organization LCER~~ schools and buildings.

All purchases shall be made by formal contract or purchase order ~~or~~ and shall be accompanied by a receipt. ~~In order to eliminate the processing of numerous small purchase orders, f~~The President/CEO or designee may create a "blanket" or "open" purchase order system. ~~for the purchase of minor items as needed from a vendor.~~ He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.