

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District or another District consultant is contiguous to Consultant's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Consultant shall arrange its Work so as not to interfere with the District or other District consultant and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Consultant shall perform its Work in the proper sequence in relation to that of other District consultants, as may be directed by the District. Consultant shall afford other District consultants' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Consultant shall take into account all contingent work to be done by others and shall not plead want of knowledge of such contingent work as a basis for delay or non-performance. Consultant shall be liable for any damage it causes to the Work performed by other District consultants.
- (b) If any part of the Work depends for proper execution or results upon the Work of other District consultants, Consultant shall inspect and promptly report any defects in the other consultants' work that render it unsuitable for Consultant's Work. Failure to so inspect and report shall constitute an acceptance of the other consultants' work as fit and proper for the reception of its Work, except as to defects which may develop in the other consultants' work after execution of the Work.

23. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Consultant in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Consultant should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

24. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Consultant shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Consultant shall proceed with the Work in accordance with said determination. This shall not waive Consultant's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and Consultant declines to modify the invoice, Consultant must notify the District in writing within ten days of receipt of notice of rejection that Consultant will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and Consultant's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.