OXNARD UNION HIGH SCHOOL DISTRICT

Creating Prosperity through Equity, Inquiry, and Wellness

Oxnard Union High School District

BID NO. 718

Project:	**Dust Collector Installation Re-Bid**
Bid Deadline:	**02/24/26 at 2:30 p.m.**
Submit Bids To:	**annmarie@dagk12.com**

DUST COLLECTOR INSTALLATION RE-BID
BID NO. 718

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District ("District") is seeking electronic bids from qualified, experienced, and licensed contractors for construction/installation of the following public-project ("Project"): **Dust Collector Installation Re-Bid**; **Bid No. 718.** The Project consists of all labor, materials equipment and services necessary to install a fully functioning District-supplied dust control system. Work will include power, plumbing, carpentry, mechanical components, and additional components and services, as required.

BID DOCUMENTS: The documents necessary to submit a bid for the Project ("Bid Documents") are available for download, at no cost, from the following link on the District's website: https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals

BID SUBMITTAL: Bidders must submit electronic bids to Ann Marie Johansen of District Advocates Group at annmarie@dagk12.com. Bids will be opened and posted on the District Bid Documents website noted above. Any bid submitted after this time shall be nonresponsive and will not be accepted or viewed. Each Bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a Bidder's ability to timely submit its bid or portion thereof.

BID DEADLINE: Bids must be received not later than **2:30 p.m.** on **February 24, 2026** ("Bid Deadline").

REQUIRED BID SECURITY: Each bid must be submitted with bid security as described in the Instructions for Bidders.

CONTRACTOR LICENSE: In order to bid on the Work, a contractor must have a CSLB-issued contractor license with the following classification(s): **B**.

MANDATORY PRE-BID CONFERENCE: The District will conduct a mandatory pre-bid conference and site visit at **10:00 a.m.** on **February 10, 2026**. The conference initially will commence at **Adolfo Camarillo High School, 4660 Mission Oaks Blvd., Camarillo, CA 93012 (parking lot per Exhibit A)**. Attendance at the pre-bid conference and site visit is required, and any bidder that does not attend the entirety of the conference and site visit shall be deemed non-responsive. Failure to attend or tardiness will render bid ineligible.

AWARD OF CONTRACT: The award of the Contract will be based on the following method of determining the lowest total bid amount: Base Bid.

SURETY BONDS: As described in the General Provisions, the successful bidder must provide a Performance Bond and a separate Payment Bond, each in an amount equal to 100% of the total Contract Amount.

LABOR LAW: The Project is a "public work" that is subject, among other provisions, to Labor Code Sections 1720 through 1861, inclusive. As described in the Instructions for Bidders, each contractor and subcontractor must be registered with the DIR in accordance with Labor Code Section 1725.5, and bidders must provide evidence of registration for themselves and their subcontractors. Each worker on the Project must be paid not less than the applicable Prevailing Wages. A copy of the applicable rates of Prevailing Wages will be on file and available for review at the Bidding Location, and a copy will be posted at the Project Site. The Project is subject to compliance monitoring and enforcement by the DIR.

The successful bidder will be required to post all job-site notices required by DIR regulations and other applicable law. As described in the Special Provisions, the District will conduct a Mandatory Preconstruction Conference for purposes of, among other things, describing labor-law requirements.

RETENTION: Substitution of securities in lieu of retention, pursuant to Public Contract Code Section 22300, will be permitted as provided in the General Provisions.

PUBLICATION DATES: January 30, 2026 & February 6, 2026.

INSTRUCTIONS FOR BIDDERS

CAUTION: READ THESE INSTRUCTIONS FOR BIDDERS AND OTHER BID DOCUMENTS CAREFULLY. DO NOT ASSUME THAT THE BID DOCUMENTS ARE THE SAME AS OTHER DOCUMENTS YOU PREVIOUSLY MAY HAVE OBTAINED FROM THE DISTRICT, EVEN IF THOSE OTHER DOCUMENTS APPEAR SIMILAR.

1. Architect. The architect of record, if any, for the Project ("Architect") is identified in the Special Provisions. The Architect may have prepared and/or approved graphic and pictorial illustrations in connection with the Project that show the design, location, and scope of certain portions of the Work and the Project, generally including plans, elevations, sections, details, schedules, and diagrams ("Drawings"). The Architect also may have prepared and/or approved written requirements for materials, equipment, construction systems, quality, workmanship, services and other things to be furnished in connection with the Work and the Project ("Specifications"). If there is no Architect for the Project, the District may delegate to its staff and/or consultants any or all of the responsibilities specified in the Bid Documents as being the responsibility of the Architect.

2. Project Consultant. Notwithstanding that the District may intend to complete the Project using a single prime contractor, the District may contract for the services of a project manager, construction manager or other consultant in connection with the Project ("Project Consultant"). If the District has contracted with a Project Consultant prior to issuance of the Bid Documents, the Project Consultant is identified in the Special Provisions. Subject to its contract with the District, the Project Consultant will be the District's representative during the bidding, construction and close-out of the Work and will assist the District in the administration of the Contract.

3. Pre-Bid Conference and Site Visit. Prospective bidders in attendance at the Pre-Bid Conference and Site Visit (regardless of whether it is mandatory or optional) must be dressed appropriately and with safety in mind, including, at a minimum, by wearing: (i) closed-toe, closed-heel, and regular-heel shoes, such as athletic shoes (aka, sneakers) or work boots; (ii) long pants; and (iii) a shirt with sleeves. Open-toed shoes, open-heeled shoes, high-heeled shoes, short pants, dresses, and sleeveless shirts will not be permitted on the Project Site.

Regardless of whether the Pre-Bid Conference and Site Visit initially commences at the District's main offices or at the Project Site, prospective bidders must not enter the Project Site unless and until a District representative is present and directs them to do so. Prospective bidders are responsible for their own transportation.

During the Pre-Bid Conference and Site Visit (regardless of whether it is mandatory or optional), each bidder must inspect the Project Site and become fully acquainted with the conditions in and under which the Work will be performed, so that the bidder fully understands the facilities, difficulties, restrictions and requirements attendant to the performance of the Work on and at the Project Site. The failure of a bidder to understand the conditions in and under which the Work is to be performed, or to examine and understand any other aspect of the Project Site that reasonably is susceptible to examination, shall not be deemed or construed to relieve the bidder from any obligations pursuant to its bid or the Contract Documents (defined in the Agreement for Construction Services form).

If attendance at the Pre-Bid Conference and Site Visit is mandatory, then: (i) any representative of a prospective bidder who attends the Pre-Bid Conference and Site Visit must be sufficiently experienced and qualified for purposes of the "Certification Regarding Site Visit" form included in the Required Bid

Forms; and (ii) each bidder must complete and execute, and must submit with its bid, a copy of the Certification Regarding Site Visit.

EXCEPT FOR THE SCHEDULED PRE-BID CONFERENCE AND SITE VISIT CONDUCTED BY THE DISTRICT, PROSPECTIVE BIDDERS WILL BE NOT BE ALLOWED TO VISIT THE PROJECT SITE PRIOR TO THE BID DEADLINE. IN NO EVENT WILL THE DISTRICT CONDUCT OR PERMIT ANY SEPARATE OR ADDITIONAL CONFERENCE OR SITE VISIT FOR PROSPECTIVE BIDDERS THAT FAIL TO ATTEND THE SCHEDULED PRE-BID CONFERENCE AND SITE VISIT.

4. Examination of Contract Documents.

Subsection 4.1 Each bidder, prior to submitting a bid for the Work and at its own expense, must thoroughly review and become familiar with all of the Drawings, Specifications, Addenda, and other Bid Documents. A bidder is required to review the Drawings and Specifications only in its capacity as a contractor, not as a licensed design professional. In addition, each bidder must thoroughly review and develop an understanding of each and all of the Bid Documents. The failure of a bidder to understand the any of the requirements of the Bid Documents shall not be deemed or construed to relieve the bidder, if its bid is accepted, from any obligations specified in the Contract Documents.

Subsection 4.2. For avoidance of doubt, each capitalized term used, but not defined, in any one of the Bid Documents shall have the defined meaning specified in another of the Bid Documents. The locations in the Bid Documents of some, but not necessarily all, defined terms are set forth in Part 1 of the General Provisions. For purposes of emphasis and to ensure awareness, language in the Contract Documents may be highlighted, using all-capital letters, red font, or other highlighting methods. Such highlighting of language in the Contract Documents shall not be deemed or construed to alter, limit or minimize, or obviate any language that is not so highlighted, and the Successful Bidder shall comply with all requirements of the Contract Documents.

Subsection 4.3 Each bidder shall, promptly and prior to submitting a bid for the Work, and using the "Request for Clarification of Bid Documents" form described in Section 6 of these Instructions for Bidders, report to the District: (i) any errors or omissions in the Drawings and Specifications revealed through the bidder's review; and (ii) any questions or doubts the bidder may have regarding the true meaning of anything in the Bid Documents.

5. Project is a Public Work. Except as otherwise provided or permitted by law, the Project is a "public work" and "public project" within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable legal requirements. Therefore, the performance of the Work shall be subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions for Bidders. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder shall be deemed and construed to represent and warrant that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

DURING THE PRE-BID CONFERENCE AND SITE VISIT, IF THERE IS ONE, AND/OR DURING THE MANDATORY PRECONSTRUCTION CONFERENCE, THE DISTRICT MAY DISCUSS OR DESCRIBE LABOR-

LAW REQUIREMENTS. HOWEVER, NO FAILURE BY THE DISTRICT TO DISCUSS OR DESCRIBE, OR TO FULLY OR ADEQUATELY DISCUSS OR DESCRIBE, SUCH REQUIREMENTS SHALL BE DEEMED OR CONSTRUED TO RELIEVE THE SUCCESSFUL BIDDER OR ANY OF ITS SUBCONTRACTORS FROM THE OBLIGATION TO STRICTLY COMPLY WITH ALL APPLICABLE LABOR-LAW REQUIREMENTS.

6. Requests for Clarification of Bid Documents. If a prospective bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds any conflict, omission or other discrepancy in any Drawings, Specifications or other Contract Documents, the bidder must submit a written request, using the "Bidder Clarification Request" form included in the Bid Documents, for an interpretation or correction of the Contract Documents in question. Bidder Clarification Requests must be submitted only to annmarie@dagk12.com, not later than the "Bidder Clarification Request Deadline" specified in the Project Schedule. The District will attempt to, but does not guarantee that it will, respond to each Bidder Clarification Request that is submitted by the Bidder Clarification Request Deadline. A response to a Bidder Clarification Request may be in the form of a clarification indicated on the applicable Bidder Clarification Request or an addendum to the Contract Documents, but each response will in any case be provided to all prospective bidders known to have obtained a copy of the Bid Documents from the District.

7. Modification of Bid Documents. Prior to the opening of bids, the District will issue interpretations or corrections of the Bid Documents only by addendum or addenda to the Contract Documents. A copy of each addendum will be posted on the District website noted in the Notice Inviting Bids, emailed or may otherwise be delivered to each prospective bidder known by the District to have obtained a copy of the Bid Documents. All bidders shall be responsible for checking the District's website, and not rely solely upon email notifications, to determine whether any such addenda have been issued. Any bidder that fails to acknowledge receipt of each and all addenda in its Bid Proposal shall be deemed non-responsive.

8. Listing of Subcontractors. In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.), each bidder must submit with its bid the names and locations of the places of business of each subcontractor that will perform any portion of the Work, or that, under subcontract to the bidder, will specially fabricate and install a portion of the Work, in an amount in excess of one-half of one percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the Work. In each case that a bidder does not list a subcontractor for any portion of the Work, the bidder shall thereby be deemed and construed to represent that it is fully qualified to, and that it shall, perform such Work using its own forces. If the Bid Documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for any of the alternates, the bidder must submit a separate, complete list of subcontractors for each such alternate. The lists of subcontractors must be set forth on the "Subcontractor Listing" form that is included in the Required Bid Forms.

9. Registration With DIR. No contractor may submit a bid for any work on a public works project unless the contractor is, and no subcontractor may be listed in any bid for work on a public works project unless the subcontractor is, currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code Section 1725.5. In addition, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if

the contractor is registered at the time the contract is awarded. Each bidder must complete, execute, and submit with its bid the "Certification Regarding Contractor Registration" form included in the Required Bidding Forms. See Section 14.10 of the General Provisions for additional information regarding registration with the DIR.

10. DVBE Efforts. Bidders must comply with the requirements of this Section only if the Special Provisions require such compliance. The District has adopted a goal for DVBE participation in the Project by Disabled Veteran Business Enterprises ("DVBE") of three percent of the overall amount expended for certain new-construction and modernization projects each year. Each bidder must make and document its reasonable efforts to obtain DVBE participation in connection with the Work. In order to be considered reasonable efforts, a bidder's efforts should include advertising in appropriate publications and contacting any responding DVBE. Alternatively, if so specified in the Special Provisions, the District will advertise for DVBE contractors for the Work, and bidders must contact the District to obtain information regarding any responding DVBE contractors. The bidder also should contact any DVBE contractors that the bidder knows and that could perform a portion of the Work or otherwise participate in the Contract. Each bidder must complete, execute and submit with its bid the "Certification Regarding DVBE Efforts" form included in the Required Bid Forms, and the District may reject as non-responsive any bid that does not comply with such requirement.

11. Non-Collusion Declaration. Each bidder must complete, execute and submit to the District, with its bid, a copy of the "Non-Collusion Declaration" form included in the Required Bid Forms.

12. List of Recent Projects. Each bidder must complete, execute and submit to the District, with its bid, the "Certification Regarding Recent Projects" included in the Required Bid Forms.

13. Installer Certification. Without limiting any bidders' responsibility to examine the Contract Documents as described above in these Instructions for Bidders, each bidder, prior to preparing and submitting its bid, must carefully review the technical specifications for the Project to determine whether there are any certification or other requirements applicable to manufacturers, suppliers, or installers of specific equipment, materials, or other specified items ("Certification Requirement"). In such event, each bidder must include, with its bid, such certification or other documentation as reasonable evidences compliance of the bid with the Certification Requirement. If the bid submitted by any bidder fails to reasonably document compliance with any applicable Certification Requirement, the District may reject the bid as non-responsive to the requirements of the Bid Documents.

14. Substitution of Specified Items.

14.1 Requests for Substitution. Except as may be specified in the Special Provisions with respect to Sole Source Items, the requirement for any material, equipment, process, item or other thing specified in the Bid Documents (each a "Specified Item") shall be interpreted as if followed by the words "or equal," and a bidder may offer in place of a Specified Item any material, product, service, or other thing that the bidder can demonstrate is, in every respect, materially equal to or better than the Specified Item and that will completely accomplish the intended aesthetics, purposes and/or functions of the Specified Item. Each substitution request is subject to and must conform with the requirements of the General Provisions, including, without limitation, requirements for submitting documentation in support of the request.

14.2 Timing for Submission of Requests for Substitution. **ANY AND EACH SUBSTITUTION REQUEST MUST BE SUBMITTED TO THE DISTRICT NOT LATER THAN SEVEN DAYS PRIOR**

TO THE BID DEADLINE SPECIFIED IN THE NOTICE INVITING BIDS. The District will not consider any substitution request received thereafter, except to the extent provided in the General Provisions. Concurrently with submitting a substitution request, the bidder must provide all information required pursuant to the General Provisions to substantiate the request.

14.3 Approval of Requests for Substitution. The bidder shall be responsible for establishing that a proposed substitution of a Specified Item satisfies all requirements of the Contract Documents, including, without limitation, that the proposed substitute item is, in every respect, materially equal to or better than the Specified Item. The District may at any time request that a bidder provide any additional information regarding a substitute item that the bidder has proposed. The District, in consultation with the Architect, will decide whether to approve a substitution based on the information provided by the bidder and, in the District's sole discretion, on information obtained by the District from other sources. The District has the sole discretion to determine whether a proposed substitute item is equal to or better than a Specified Item. Any request for substitution that is granted by the District shall be documented and processed by means of a Change Order after execution of the Contract. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitute item. The District shall not be required to make a determination in regard to any substitution request and/or substantiating information prior to award of the Contract. If the District gives a Notice of Award to the Successful Bidder (defined below in these Instructions for Bidders), but subsequently disapproves a substitution proposed by the bidder, the bidder must provide the Specified Item in accordance with the Contract Documents and at no additional cost to the District.

14.4 Costs and Delays Arising from Substitution. The Successful Bidder, if it has requested any substitutions of Specified Items, shall be responsible for and shall bear any and all risks, expenses and costs of delay arising from required review or approval of the substitutions by the California Department of General Services, Division of State Architect ("DSA") and/or other governmental agency with competent jurisdiction.

15. Use of Bid Proposal Form is Mandatory. Each bid must be submitted on the "Bid Proposal" form included in the Required Bid Forms. Unless expressly permitted by the Bid Documents, a bidder must not: (i) make any changes, additions, or other modifications to the Bid Proposal form or other documents to be submitted with the Bid Proposal; (ii) restate or recharacterize the Work in the bid; or (iii) make any alternative proposals not permitted by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

16. Preparing the Bid. Bidders must fully and properly complete all information required to be included on the Bid Proposal form. A bid may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the bidder (not to the pre-printed text of the Bid Proposal form), does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the bid. In the event of inconsistency between words and numbers, words shall govern over numbers and, for purposes of the bid, the District may rely on the words.

17. Bid Security. Each bid must be submitted with security in an amount equal to ten percent of the bidder's Base Bid Amount. For purposes of the Bid Documents, "Base Bid Amount" shall mean the total of a bidder's bid without considering or including (1) any bid alternates specified in the bidder's completed Bid Proposal form, or (2) the amount of any specified Unforeseen Cost Allowance. In the event a bidder's bid security does not equal at least ten percent of the Base Bid Amount, the District

may reject that bid as non-responsive. The bid security must be submitted, **in hard copy, to OUHSD 1800 Solar Drive, Attn: Deanna Rantz, Director of Purchasing, Oxnard, CA 93030, no later than the bid due date and time**, in one of the following forms: (i) a cashier's or certified check payable to the District; or (ii) a bid bond. Personal and business checks are not acceptable as bid security. If the bidder desires to submit bid security in the form of a bid bond, it must be an executed copy of the "Bid Bond" form included as one of the Required Bid Forms (without any interlineations or other modifications) and must be issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. Unless forfeited, the District will return security to the bidders within a reasonable time, but not later than sixty days after the District Board has awarded the Contract for the Work.

18. Signing the Bid and Other Required Documents. Each of the Bid Proposal form and other Required Bid Forms, the Bid Bond, and all other documents to be submitted with the bid that require an original signature of the bidder must be signed in permanent ink, by a person duly authorized to sign documents and contractually bind the bidder. The District may reject, as non-responsive, any Bid Proposal form or other document that is to be signed by the bidder, if the bidder signs using a stamped or mechanically printed signature, or if the bidder signs using DocuSign, Adobe Sign, or similar technology.

19. Labeling the Bid. The completed Bid Proposal form, other Required Bid Forms, and all additional documents and other materials to be submitted with the bid must be included in the email submittal. The email subject line must include the title, "Bid 718 Dust Collector Installation Re-Bid."

20. Extensions to Bid Deadline. For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the "Bid Deadline" shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension(s) thereto. The Bid Deadline shall be extended by no less than seventy-two hours if the District issues any material changes, additions, or deletions to the Bid Documents within seventy-two hours of the Bid Deadline.

21. District Receipt of Bids. The District must receive any and all bids prior to the Bid Deadline and at the email described in the Notice Inviting Bids. The clock, computer or other device located at the Bidding Location and designated as the official bid clock shall be used in determining whether bids have been timely received by the District, regardless of whether the time shown on the official bid clock is precisely accurate. Each bidder is solely responsible for ensuring that its bid is timely received by the District. The District will not accept any oral bid or bid sent via facsimile. At no time will District telephones or facsimile machines be available for use by bidders. Each bid received by the District after the Bid Deadline will not be viewed and will be considered nonresponsive.

22. Modifying or Superseding a Bid. Not later than the Bid Deadline, a bidder may modify or supersede its original bid by withdrawing its original bid as provided in these Instructions for Bidders and concurrently submitting a replacement bid for the Work in accordance with the Bid Documents. The District shall reject any replacement bid that is not received by the District prior to the Bid Deadline. The late receipt and rejection of a bidder's replacement bid shall not be deemed or construed to constitute a withdrawal of the original bid by the bidder, and the District still may accept the original bid if responsive and the bidder is a responsible contractor. Each replacement bid received by the District after the Bid Deadline will not be viewed.

23. Withdrawing a Bid. A bidder may withdraw its bid at any time prior to the Bid Deadline by submitting a written request to the District via personal or other delivery. The District will not accept any oral withdrawal request or any withdrawal request sent via facsimile. A withdrawal request must be

signed by an authorized representative of the bidder. A withdrawal request received by the District after the Bid Deadline shall in no event be deemed or construed to constitute a withdrawal of the bid, and the District still may accept the bid if it is responsive and the bidder is a responsible contractor. After receipt of a timely withdrawal request, the District shall return the bidder's bid security upon request. Except as provided in Public Contract Code Section 5100 *et seq*., if a bidder has not withdrawn its bid prior to the Bid Deadline, the bidder thereafter may not withdraw its bid for a period of sixty days after the Bid Deadline.

24. Bid Irregularities. The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding process. The District may, but is not required to, seek information from any bidder that might resolve an ambiguity in the bidder's bid.

25. Bid Protests. Any bidder that has duly submitted a bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section (each a "Bid Protest"). The District will not accept or consider any Bid Protest delivered orally (e.g., by telephone or face-to-face discussion) or electronically (e.g., by email). Notwithstanding the foregoing, a Bid Protest may be delivered via email if an identical "hard copy" of the Bid Protest is delivered via U.S. Mail or overnight delivery, and, in such event: (i) the bidder shall be solely responsible for ensuring that it has the correct email address of the District's Bidding Administrator; and (ii) the date the delivery of the hard copy occurs (not the date the email is received) shall be used in determining whether the Bid Protest has been timely submitted to the District. In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

(i) Must be received by the District not later than 4:00 p.m. on the fourth business day following the opening of bids;

(ii) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;

(iii) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;

(iv) Must clearly identify the specific provisions of all documents that are relevant to the Bid Protest;

(v) Must clearly identify and describe in detail the specific basis or bases for the Bid Protest and all facts relevant thereto;

(vi) Must clearly identify and describe in detail all arguments by the protesting bidder in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and

(vii) Must be submitted with all documentation the protesting bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a protesting bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. However, upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and provide a written response to the protesting bidder setting forth a recommendation for action by the Board of Education

of the Oxnard Union High School District ("District Board") in response to the Bid Protest. Action by the District Board in response to a timely submitted Bid Protest shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE INTENDED AWARD OF THE CONTRACT, AND FAILURE TO SO COMPLY SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND, OR ACTION ARISING FROM ANY SUCH MATTER.

26. Post-Bid Questionnaire-Interview. Prior to award of the Contract, the apparent low bidder may be required to complete a questionnaire and may be required to participate in an interview with District staff and/or consultants scheduled by the District during normal business hours. If this is required, the District will notify the apparent low bidder in writing and supply the questionnaire. If the District issues this notification, the post-bid questionnaire-interview will be mandatory. If the apparent low bidder does not timely complete and provide the questionnaire to the District or does not in good faith participate in the scheduled interview, then: (i) the apparent low bidder shall forfeit the bid security submitted with its bid; (ii) the questionnaire-interview requirement shall be applicable to, and District may award the Contract to, one of the other responsible and responsive bidders, or the District may release all bidders.

27. District Award of Contract. The District Board, in its sole discretion, may reject all bids. If the District Board awards the Contract, the award will be to the responsible bidder with the lowest responsive bid from among all responsible and responsive bidders ("Successful Bidder"). If two or more responsive and responsible bidders have submitted the same low bid, the District shall determine the Successful Bidder by means of a coin toss or some other random method. The District will issue notice of the award of the Contract to the Successful Bidder ("Notice of Award").

28. Successful Bidder Execution of Contract. **WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF THE NOTICE OF AWARD, OR WITHIN SUCH OTHER PERIOD AS THE DISTRICT IN ITS SOLE AND ABSOLUTE DISCRETION MAY AGREE (in either case, the "Contract Return Period"), THE SUCCESSFUL BIDDER SHALL COMPLETE AND SIGN AS APPLICABLE, AND SHALL DELIVER TO THE DISTRICT, THE AGREEMENT FOR CONSTRUCTION SERVICES AND ALL BONDS, OTHER REQUIRED CONTRACT FORMS, CERTIFICATES OF INSURANCE, AND OTHER DOCUMENTS AS REQUIRED BY THE CONTRACT DOCUMENTS (collectively, the "Contract Documentation").** For purposes of the foregoing, the District in its sole and absolute discretion, and only in writing, may provide additional time for the Successful Bidder to deliver some or all of the executed Contract Documentation to the District. The Contract shall not be deemed or construed to have been fully executed and delivered by the Successful Bidder unless and until the Successful Bidder has delivered, to the District, all of the executed Contract Documentation without exception. If the Successful Bidder fails to deliver, to the District, all Contract Documentation within the applicable Contract Return Period, then: (i) the Successful Bidder shall forfeit the bid security submitted with its bid; and (ii) as authorized by Public Contract Code Section 5106, the District may award the Contract to one of the other responsible and responsive bidders, or may release all bidders.

29. ***Current Form W-9.*** The Successful Bidder shall complete, sign and submit with its Contract Documentation, a current Department of Treasury, Internal Revenue Service, Form W-9 (Request for Taxpayer Identification Number and Certification).

30. Time for Completion of Work and Liquidated Damages. The Successful Bidder must complete the Work in accordance with the Contract Documents and within the total time period specified in the Project Schedule or, if applicable, the Master Construction Schedule ("Contract Time"), as the Contract Time may be adjusted in accordance with the Contract Documents. The failure of the Successful Bidder to fully and satisfactorily complete the Work within the Contract Time may result in the District assessing Liquidated Damages as provided in the General Provisions.

31. Subcontractor Eligibility and Licensing. The Successful Bidder shall in no event permit a subcontractor to perform any of the Work if that subcontractor is ineligible to work on a public work or public project. Each subcontractor that the Successful Bidder intends shall perform any portion of the Work must be licensed in accordance with law by the California Contractors State License Board ("CSLB") prior to commencing its portion of the Work.

32. Prevailing Wages and Labor-Law Compliance Monitoring. The Successful Bidder and each of its subcontractors (regardless of tier) shall pay not less than the applicable Prevailing Wages for each craft or type of worker needed to execute the Contract. A copy of the per-diem rates of Prevailing Wages applicable to the Work is on file with the District and is available for review at the location specified in the Notice Inviting Bids as the Bidding Location, and a copy will be posted at the Project Site. The Work will be subject to monitoring by the DIR as to compliance with labor-law requirements, as described in more detail in the General Provisions.

33. Fingerprinting and Employee Background Checks. If so specified in the Special Provisions, the Successful Bidder, prior to entering in or upon the Project Site for purposes of commencing the Work, must comply with the requirements for employee background checks set forth in the General Provisions. If the Special Provisions do not initially mandate compliance with such requirements, the District may subsequently alter such determination in appropriate circumstances, including, without limitation, in any case that performance of any Work will occur after the initially specified Contract Time. The District may impose other requirements designed to protect students regardless of whether it requires such employee background checks. The Successful Bidder shall be responsible for compliance with any and all such requirements with respect to its own employees and the employees of its subcontractors.

34. Discrimination Prohibited. In connection with performance of the Work, neither the Successful Bidder nor any of its subcontractors of any tier shall illegally discriminate against any prospective or existing employee in violation of applicable law. The Successful Bidder must comply with applicable federal and California laws prohibiting such discrimination and must require like compliance by any and all subcontractors performing any of the Work.

35. Electronic Bidding and/or Video-Conference Bid Opening. If the District establishes a process for bidders to submit bids electronically: (i) the District shall liberally interpret the foregoing Instructions for Bidders to effectuate their intended purposes; (ii) documents that require an original signature on behalf of the bidder may be scanned and submitted electronically; (iii) bids may be withdrawn or superseded electronically; and (iv) the bidding process otherwise shall conform to instructions provided by the District. Regardless of whether the District implements an electronic bidding process, the District may open bids at any time subsequent to the Bid Deadline and may require

that interested bidders view the bid opening through video conferencing, rather than being physically present for the bid opening. Bid responses will be posted on the District website.

DESCRIPTION OF WORK

Project: Installation of New Dust Collector
Location: Adolfo Camarillo High School

Duration: 60 days
Estimated value: $250k

General Description

This Scope of Work (SOW) outlines the requirements for the installation of a new dust collector system. (Dust collector provided by owner) Per CCD 27 (included in Exhibit C). The work includes but is not limited to electrical, mechanical, plumbing, and carpentry (masonry & fencing) as indicated in the project drawings and construction documents. Contractor shall furnish all labor, materials, tools, equipment, supervision, and coordination necessary to complete the project in accordance with plans, specifications, and referenced sheets.

Per CCD-27 (included in Exhibit C)

Including but not limited to:

Electrical Scope

- Provide power to the new dust collector per drawings **EI-201(included in Exhibit C)**.
- Provide and install new control panels.
- Provide and install new step-up transformer as shown on drawing **E-104 (included in Exhibit C)**.
- Remove existing switch

Mechanical Scope

- Install new dust collector equipment as specified. (Equipment provided by owner)
- Demolish and remove all existing dust collector ductwork per **MI-217D (included in Exhibit C)**.
- Install new ductwork in accordance with plans **MI-217 (included in Exhibit C)**.
- Perform startup of the new dust collector system and confirm operational readiness.

Plumbing Scope

- Provide and install new **cold water (CW) shut-off valve**.
- Provide and install new **backflow preventer** as shown on drawing **PI-021 (included in Exhibit C)**.

Carpentry/Masonry/Fencing Scope

- Install new concrete transformer pad per **CCD27_A02 ((included in Exhibit C)**. (107”X78” Dust collector pad is in place)
- Install new concrete around pads in lieu of asphalt 15’X 20‘X 4”-6” deep (field verify) on existing compacted base
- Provide and install new chain-link fencing enclosure per **CCD27_A03 (included in Exhibit C)**.

Deliverables

- Fully installed and operational dust collector system.
- As-built documentation of electrical, mechanical, plumbing, and carpentry work performed.
- Startup and testing reports verifying proper operation.

PROJECT SCHEDULE

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718

Some or all of the dates and times set forth in this Project Schedule are anticipated dates and times as of the date the Project Owner identified above (herein, the "District") issued the Notice Inviting Bids for the Project and are subject to change prior to award of the Contract. The Contractor must coordinate the schedule for completion of the Work with the District to ensure that the Work will not unreasonably interfere with District operations, and, to that end, the District may require that Contractor perform the Work during non-school hours, on weekends and/or during school holidays and other breaks; provided that the District and the Contractor shall endeavor to schedule reasonable blocks of time for performance of the Work as will be cost-efficient for the Contractor. In accordance with Subsection 5.3.1 of the General Provisions, this Project Schedule shall be replaced with the Master Construction Schedule, and approval of the Master Construction Schedule shall be a condition precedent to commencing any of the Work.

	DATE	**TIME**
Publication/Advertisement #1	1/30/26	N/A
Publication/Advertisement #2	2/06/26	N/A
Pre-Bid Conference and Site Visit	2/10/26	10:00 a.m.
Bidder Clarification Request Deadline	2/17/26	10:00 a.m.
Posting of Final Addendum	2/19/26	10:00 a.m.
Bids Due	2/24/26	2:30 p.m.
Bid Opening	2/25/26	N/A
Board Award of Contract	3/11/26	N/A
Notice of Award	3/13/26	N/A
Notice to Proceed	3/23/26	N/A
Mandatory Preconstruction Conference	3/26/26	TBD
Work to Commence*	3/30/26	N/A
Required Completion Date	6/5/26	4:00 p.m.

*Not less than seven days following the date of the Notice of Award

BIDDER CLARIFICATION REQUEST

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

Identify issue (including, as applicable, drawing/specification number): _____

_____

_____

_____

Clarification requested: _____

_____

_____

_____

Print Name: _____ Signature: _____ Date: _____

(Note: Architect and/or District to complete the portion of this form below.)

Date Request Received: _____ Response No.: _____

Response to request for clarification: _____

_____

_____

_____

_____

_____

Clarification issued by:

Architect:	District Acknowledgement:
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Date Signed	Date Signed

CHECKLIST

DOCUMENTS REQUIRED TO BE INCLUDED IN BID

Each and all of the documents listed below in this checklist must be included as part of the bid for the Project. All of such documents must be completed, signed (as applicable), and submitted to the District at the same time, prior to the Bid Deadline. A failure by a bidder to fully complete, sign (as applicable), and/or submit any of the documents listed below may render its bid non-responsive to the Bid Documents. This checklist is intended solely for reference and use by bidders as a convenience, and ***it is not necessary to submit this checklist to the District***. The Bid Documents may require that a bidder submit additional documentation with its bid; therefore, notwithstanding that the District has provided this checklist, each bidder shall be responsible for carefully reviewing the Bid Documents (including, without limitation, the Special Provisions and any Addenda issued by the District after initial issuance of the Bid Documents) to determine applicable bidding requirements.

- ❑ Bid Proposal
- ❑ Subcontractor Listing, with attachment sheet(s)
- ❑ Bid Bond (with notary and power of attorney attachments), or certified or cashier's check **(original in hard copy delivered by bid due date/time, photocopy with electronic bid submittal)**
- ❑ Non-Collusion Declaration
- ❑ Certification Regarding Recent Projects
- ❑ Certification Regarding Site Visit
- ❑ Certification Regarding Contractor Registration
- ❑ Notice and Certification Regarding Russia-Related Sanctions

CHECKLIST

DOCUMENTS REQUIRED FOLLOWING AWARD OF CONTRACT
(DO NOT SEND WITH BID SUBMITTAL)

Following receipt of a Notice of Award, and within the time specified by the Bid Documents, the Successful Bidder must have completed, signed (as applicable), and submitted to the District each and all of the documents listed below in this checklist. A failure the Successful Bidder to fully complete, sign (as applicable), and/or submit any of the documents listed below, within the time(s) required by the Bid Documents, may result in the District electing to rescind the award, the Successful Bidder forfeiting its bid security, and the District awarding the Contract to another bidder as authorized by Public Contract Code Section 5106. This checklist is intended solely for reference and use by the Successful Bidder as a convenience, and it is not necessary to submit this checklist to the District. The Bid Documents may require that the Successful Bidder submit additional documentation following award of the Contract; therefore, notwithstanding that the District has provided this checklist, the Successful Bidder shall be responsible for carefully reviewing the Bid Documents (including, without limitation, the Special Provisions, insurance requirements, and any Addenda issued by the District after initial issuance of the Bid Documents) to determine applicable contracting requirements.

- ❑ Agreement for Construction Services
- ❑ Certification Regarding Employee Background Checks, with attachment sheet(s)
- ❑ Certification Regarding Drug-Free Workplace
- ❑ Certification Regarding Tobacco-Free Workplace
- ❑ Certification Regarding Workers Compensation
- ❑ Payment Bond, with notary and power of attorney attachments, and with surety qualification documentation (see Section 12.3 of the General Provisions)
- ❑ Performance Bond, with notary and power of attorney attachments, and with surety qualification documentation (see Section 12.3 of the General Provisions)
- ❑ Certificate(s) of Insurance
- ❑ Form W-9 (Not included – the Successful Bidder must itself obtain a current copy of Form W-9)

REQUIRED BID FORMS

The District shall deem to be non-responsive each bidder that fails to complete, duly execute, and submit the following forms with its bid:

1. Bid Proposal
2. Subcontractor Listing
3. Bid Bond ***(original in hard copy by bid due date/time, photocopy in electronic submittal)***
4. Non-Collusion Declaration
5. Certification Regarding Recent Projects
6. Certification Regarding Site Visit
7. Certification Regarding Contractor Registration
8. Notice and Certification Regarding Russia-Related Sanctions

BID PROPOSAL

(Do not leave any information blank)

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

A. The undersigned is a duly authorized representative of the Contractor identified above (herein, the "Bidder") and, in that capacity, has reviewed the information set forth in this Bid Proposal form and the Bid Documents, and has executed and submitted this Bid Proposal on behalf of the Bidder.

B. The Bidder is duly licensed as a contractor by the CSLB, such license is in full force and effect as of the date the Bidder has submitted this bid to the District, and the classification(s) of such license is appropriate to allow the Bidder and any listed subcontractor(s) to perform all of the Work in accordance with California law. The number and classification(s) of the CSLB license issued to the Bidder are:

License No. _____ Classification(s): _____

C. The Bidder has become familiar with the Project Site as certified in the Certification Regarding Site Visit submitted concurrently herewith, has become familiar with the Contract Documents, and hereby represents and warrants that it is sufficiently experienced and qualified, and that it has sufficient financial and other resources, to perform and complete the Work in strict accordance with the Contract Documents.

D. Bid Amount: The Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Work in strict conformity with the Bid Documents, in exchange for payment from the District of the following all-inclusive amount ("Bid Amount"):

_____ Dollars ($ _____)

E. Unforeseen Cost Allowance: The Bidder acknowledges and agrees that an Unforeseen Cost Allowance, as described in Part 7 of the General Provisions, in the amount of $15,000.00, shall be added to the Bid Amount specified in Paragraph D, above, and, therefore, the Contract Price shall equal the total of the Bid Amount and the Unforeseen Cost Allowance amount.

F. The Bidder acknowledges that it received, and that it fully considered when preparing this bid and determining the bid amount(s) proposed by the Bidder herein ("Bid Amounts"), each of the following Addenda to the Bid Documents (check all that apply; note, this Bid Proposal may be rejected as non-responsive if the Bidder checks any addendum that the District or Architect did not actually issue):

☐ Addendum No. 1 ☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4

☐ Addendum No. 5 ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8

G. The Bidder acknowledges that, except as expressly provided by the Contract Documents, the Bid Amounts shall constitute all-inclusive compensation in exchange for full and satisfactory completion of all of the Work, including, without limitation, compensation for any and all supervision, coordination, scheduling, estimating, general conditions, sales and other taxes, fees, field-office and home-office overhead, and profit.

H. The Bidder represents and warrants that it was responsible for preparing this bid and that it has carefully checked and confirmed the Bid Amounts and all other information set forth in this Bid Proposal. The Bidder acknowledges and agrees that the District may rely on such information and in no event shall the District Board or the District be responsible for any errors or omissions in this bid. The Bidder is aware and acknowledges that the District Board has the right to waive any minor irregularity in this bid, any other bid, or all bids for the Project.

I. The Bidder has completed as applicable, executed, and submitted with this Bid Proposal all of the other Required Bid Forms. The Bidder acknowledges that the District shall deem this bid to be non-responsive if the Bidder fails to complete as applicable, execute, and submit any such other forms to the District concurrently with submitting this Bid Proposal.

J. If awarded the Contract, the Bidder shall execute the Contract by causing its duly authorized representative to sign the Agreement for Construction Services, and thereby bind the Bidder to the Contract. The Bidder acknowledges that its bid security submitted concurrently herewith was given to guarantee that, if awarded the Contract, the Bidder shall, prior to expiration of the Contract Return Period, complete, sign as applicable, and submit to the District: (i) the Agreement for Construction Services, Payment Bond, Performance Bond, and all other Required Contract Forms; (ii) all Certificates of Insurance and endorsements required by the Contract Documents; and (iii) all other documentation required by the Contract Documents. The Bidder further acknowledges that it shall forfeit up to the whole amount of its bid security in the event Bidder fails to timely complete, sign as applicable, and submit any of those documents to the District.

K. The Bidder acknowledges and agrees that, if awarded the Contract, the Bidder shall be solely responsible for timely procuring and otherwise obtaining all labor, materials, supplies, and other things necessary to timely perform the Work in strict accordance with the Contract Documents, and neither the Contract Amount nor the Contract Time shall be increased as the result of increases in prices or delays that occur subsequent to the Bid Deadline, regardless of the cause of any such price increases or delays.

L. The Bidder is, and if awarded the Contract, then at all times during the performance of Work must remain, in full compliance with the Immigration Reform and Control Act of 1986 (“IRCA”) relating to its employees, and the Bidder shall indemnify, defend, and hold-harmless the District with respect to any and all claims, actions, other proceedings, penalties, costs and expenses (including, without limitation, attorneys’ fees), and other liabilities of any nature whatsoever that arise out of the Bidder’s failure to strictly comply with the IRCA.

M. The contact information set forth below is the current physical street address, telephone number, and email address for the Bidder. The Bidder acknowledges that, if the District attempts to contact the Bidder for any purpose relating to this bid (including, without limitation, to request additional information or to provide a Notice of Award), but the District is unable to reach the

Bidder because information set forth below is not correct, then the District may reject this bid and, in such event, the District shall have no liability to the Bidder whatsoever.

Street Address: _____

_____

_____

Telephone Number: _____

Email Address: _____

N. The Bidder is organized as a (check only one):

☐ Corporation ☐ Limited Liability Company ☐ General Partnership

☐ Sole Proprietorship ☐ Other (describe): _____

O. The Bidder is organized pursuant to the laws of the State of: _____

P. The Bidder acknowledges and agrees that, unless it withdraws this bid in accordance with the Instructions for Bidders prior to the Bid Deadline, the Bidder may not withdraw this bid for a period of sixty days after the Bid Deadline.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: EXCEPT FOR SPACES AND BOXES TO BE FILLED IN/COMPLETED BY THE BIDDER, ANY AND ALL INTERLINEATIONS, STRIKING OF TEXT, AND OTHER MODIFICATIONS TO THIS BID PROPOSAL FORM ARE PROHIBITED AND MAY RESULT IN REJECTION OF THE BID. IF A BIDDER HAS QUESTIONS REGARDING THE BID DOCUMENTS OR THIS BID PROPOSAL FORM, THE BIDDER MUST SUBMIT THOSE QUESTIONS TO THE DISTRICT IN ACCORDANCE WITH SUBSECTION 4.3 OF THE INSTRUCTIONS FOR BIDDERS.

SUBCONTRACTOR LISTING

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above (herein, the "Bidder") and, in that capacity, has executed this certification on behalf of the Bidder.

(ii) The Bidder knows and understands the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.), including, without limitation, the consequences of not listing any subcontractor, or listing more than one subcontractor, for any portion of the work on the Project.

(iii) The Bidder is aware and acknowledges that, if bid alternates are required, and the Bidder intends to use different or additional subcontractors for any of the bid alternates, the Bidder must submit a separate, complete list of subcontractors for each such bid alternate.

(iv) All subcontractors that the Bidder will use, if awarded a contract for work on the Project, are listed on the following Attachment Sheet(s), and the Bidder represents and warrants that each such subcontractor shall be duly and appropriately licensed by the CSLB prior to the subcontractor commencing any of the Work.

(v) The Bidder is aware and acknowledges that, not later than twenty-four hours following the bid deadline, the Bidder must submit to the District, in writing, the address, telephone number, and contact person's first and last name, for each listed subcontractor.

(vi) The Bidder is aware and acknowledges that, if awarded a contract for work on the Project, the Bidder shall not, without the District's written consent: (a) substitute any subcontractor in place of a listed subcontractor; (b) permit any subcontract for work on the Project to be assigned or transferred; (c) allow any such work, labor, or service to be performed by anyone other than the applicable listed subcontractor; or (d) sublet or subcontract any of the work in excess of one-half of one percent of Bidder's total bid for which the Bidder did not list a subcontractor.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION PAGE MUST BE ACCOMPANIED BY THE LIST OF SUBCONTRACTORS ON THE FOLLOWING ATTACHMENT SHEET. MAKE AND USE COPIES OF THE ATTACHMENT SHEET, AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS.

SUBCONTRACTOR LISTING
ATTACHMENT SHEET

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

Attachment Sheet _____ of _____

---

1. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

2. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

3. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

4. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

5. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

BID BOND

Project Owner: Oxnard Union High School District of Ventura County, California
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name (insert full legal name)**:** _____
Surety (insert full legal name)**:** _____
Bond Number: _____
Penal Sum: Ten percent (10%) of Total Bid Amount

The Contractor identified above (herein, the "Principal") has provided this bid bond in connection with the bid submitted by the Principal to the Project Owner identified above (herein, the "School District") for the construction of the Project identified above, which is a public project and a public work in accordance with California law.

By issuing this bid bond, the Surety (identified above) shall be deemed and construed to thereby certify to the School District that the Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120.

We, the Principal and the Surety, as evidenced by the signatures of our respective duly authorized representatives set forth below, are hereby held and firmly bound unto the School District in the amount of the Penal Sum specified above, for the payment of which amount, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns as specified below.

The payment obligation described above shall become null and void if: (i) the School District awards the contract for construction of the Project ("Contract") to the Principal based on the bid described above and, within the required number of days after the notice of such award, the Principal enters into the Contract and provides to the School District the required payment and performance bonds, and all other required documentation; (ii) the School District rejects all bids received for the Project; or (iii) the Principal withdraws its bid following expiration of the time period during which bids may not be withdrawn.

If, however, the School District awards the Contract to the Principal, but the Principal fails and/or refuses to enter into the Contract and/or to properly and duly execute and deliver the required payment bond, performance bond, and/or other required documentation, then, immediately upon request of the School District and without imposing any additional conditions on payment whatsoever, the Surety and/or the Principal shall forfeit and pay to the School District such amount as the School District states is the total of the costs reasonably incurred by the School District as a result of such failure or refusal by the Principal, including, without limitation, the difference between the Principal's bid and the bid for the Project subsequently accepted by the School District, rebidding of the Project if necessary, and administrative, publication, and other costs incurred by the School District. In no event, however, shall the liability pursuant to this bid bond exceed the Penal Sum specified above.

The Surety, for value received, hereby stipulates and agrees that this bid bond and the Surety's obligations hereunder shall be and remain in effect until such time as one or more of the conditions

described herein for rendering this bid bond null and void have been satisfied. The Surety, for value received, further stipulates and agrees that this bid bond shall in no way be impaired or otherwise affected by any extension of the time within which the School District may accept the Principal's bid for the Project or of the time within which the Principal must enter into the Contract and submit the required documentation, and Surety hereby waives any requirement for notice of any such extension.

The Surety shall not be deemed to have fully and appropriately executed this Bid Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number
_____	_____
Representative Email Address	Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

Each person who has signed this Bid Bond on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Bid Bond.

IN WITNESS WHEREOF, each of the Principal and Surety, intending to be bound, has executed this Bid Bond as evidenced by the signatures, below, of their respective, duly authorized representatives, and has imprinted its corporate seal, if any, where indicated below.

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Bid Bond and imprint corporate seal, if any, in the space below this line.	**Surety: Attach Notary acknowledgment and power of attorney to this Bid Bond and imprint corporate seal in the space below this line or attach separate sheet with seal.**

(*The following is to be completed by Surety.*)

The rate of premium on this bond is: $_____ per thousand dollars.

Total amount of premium charged is: $_____.

PLEASE NOTE: A CERTIFIED COPY OF THE POWER OF ATTORNEY OF THE SURETY'S AUTHORIZED SIGNATORY MUST BE ATTACHED TO THIS BID BOND.

NON-COLLUSION DECLARATION

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby declares:

I am the (insert position) _____ of or for the Contractor identified above (herein, the "Bidder"), the party submitting the bid with which this declaration has been submitted.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true.

The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

A person executing this declaration, on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity, hereby represents that they have full power and authority to execute, and does execute, this declaration on behalf of the Bidder.

I declare subject to penalty for perjury pursuant to California law that all of the foregoing is true and correct, and that this declaration was executed on (insert date) _____,

at (insert city) _____, (insert state) _____.

Representative Name: _____

Representative Signature: _____

CERTIFICATION REGARDING RECENT PROJECTS

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above (herein, "Bidder") and, in that capacity, I have executed this certification on behalf of the Bidder.

(ii) Each and all public projects as defined in Public Contract Code Section 22002 (each a "Public Project") that the Bidder contracted to complete for California public school districts, within the five-year period immediately prior to when the Bidder submitted its bid for the Project identified above, are listed and detailed in one or more attachment sheets submitted with this Certification (collectively, the "Project List").

(iii) The Project List submitted with this Certification is complete, and it does not omit any Public Project for which the Bidder entered into a contract, regardless of whether the Public Project ultimately was completed, and regardless of which construction delivery method was (or would have been) applicable to the Public Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION MUST BE ACCOMPANIED BY ONE OR MORE COPIES OF THE ATTACHMENT SHEET (BELOW) THAT, COLLECTIVELY, LIST AND DETAIL ALL PUBLIC PROJECTS THAT THE BIDDER CONTRACTED TO COMPLETE WITHIN FIVE-YEAR PERIOD IMMEDIATELY PRIOR TO SUBMITTING ITS BID FOR THE PROJECT.

ATTACHMENT SHEET – PROJECT LIST

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

Attachment Sheet _____ of _____

---

1. School District Name: _____

   District Contact Name and Telephone Number: _____

   Project Name/No.: _____ Contract Amount: _____

   Contract Type (specify Prime Contract or Subcontract): _____

   General Type and Scope of work: _____

   _____

2. School District Name: _____

   District Contact Name and Telephone Number: _____

   Project Name/No.: _____ Contract Amount: _____

   Contract Type (specify Prime Contract or Subcontract): _____

   General Type and Scope of work: _____

   _____

3. School District Name: _____

   District Contact Name and Telephone Number: _____

   Project Name/No.: _____ Contract Amount: _____

   Contract Type (specify Prime Contract or Subcontract): _____

   General Type and Scope of work: _____

   _____

4. School District Name: _____

   District Contact Name and Telephone Number: _____

   Project Name/No.: _____ Contract Amount: _____

   Contract Type (specify Prime Contract or Subcontract): _____

   General Type and Scope of work: _____

   _____

CERTIFICATION REGARDING SITE VISIT

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

Site Visit Date: _____

Site Visit Attendee(s): _____

The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to California law, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above (herein, the "Bidder") and, in that capacity, has executed this certification on behalf of the Bidder.

(ii) Each person identified as a Site Visit Attendee above (which may or may not include the undersigned): (a) attended the entire mandatory portion of the Pre-Bid Conference and Site Visit, on the Site Visit Date specified above; and (b) signed the attendance sheet for the Pre-Bid Conference and Site Visit.

(iii) The Site Visit Attendee(s) identified above has/have sufficient knowledge, experience, and resources to have undertaken the activities, acquired the knowledge and developed the understandings, and reached the conclusions as are described and set forth in this Certification Regarding Site Visit.

(iv) On the Site Visit Date specified above, the Site Visit Attendee(s) inspected the Project Site and all conditions at the Project Site that will or might affect the performance of the Work, including, without limitation: (a) the general shape, layout, slope, crossfall, and other geographic features of the Project Site; (b) any right-of-way and access limitations and/or restrictions affecting the Project Site; (c) any existing buildings, hardscape, paving and other improvements on, at or in the vicinity of the Project Site; (d) any encroachments on the Project Site; (e) any manholes, pullboxes, valves, valveboxes, backflow preventers, stormdrain inlets and outlets, and other physical features on, at or in the vicinity of the Project Site that may indicate the presence of subsurface utilities or other improvements on or in the vicinity of the Project Site; (f) any reasonably apparent past or present uses of the Project Site, and reasonably apparent age or condition of any improvements on or at the Project Site, that may indicate presence of any asbestos, lead or other hazardous materials on or at the Project Site; and (g) any mature trees or other vegetation, natural drainage or watercourses, and other landscape features on or in the vicinity of the Project Site.

(v) Based on the inspection described in the foregoing clause, the Site Visit Attendee(s) became aware of, and developed an understanding of, the factors that will or might affect the performance of the Work, including, without limitation: (a) the existing conditions, facilities and other improvements; (b) existing and potential timing, access, and geographic limitations and restrictions; and (c) potential hazards and difficulties associated with the Work.

(vi) The Bidder acknowledges and agrees that: (a) the knowledge and understandings of the Site Visit Attendees described in the foregoing clauses of this Certification Regarding Site Visit shall be attributed to and deemed to be the knowledge and understanding of the Bidder, and (b) the District shall rely on the Bidder having such knowledge and understanding if the District awards the Contract to the Bidder.

(vii) Without limiting the foregoing clause of this Certification Regarding Site Visit, the Bidder acknowledges and agrees that, if the District awards the Contract to the Bidder, the Bidder shall accept full responsibility for all factors that will or might affect the performance of the Work, as described in this Certification Regarding Site Visit, that reasonably could have been observed, identified, or learned by the Site Visit Attendee(s) during the Pre-Bid Conference and Site Visit.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING CONTRACTOR REGISTRATION

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above (herein, "Bidder") and, in that capacity, I have executed this certification on behalf of the Bidder.

(ii) The Bidder is aware and acknowledges that, except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may submit a bid for any work on a public works project unless the contractor is, and no subcontractor may be listed in any bid for work on a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

(iii) The Bidder is aware and acknowledges that no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

(iv) The Bidder is aware and acknowledges that, notwithstanding anything to the contrary, if awarded the Contract and at any time during the performance of the Work, the Bidder or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the Bidder or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Bidder and/or its surety shall be responsible for any and all associated costs incurred by the District.

(v) If awarded the Contract, and the Bidder at any time during the Project intends to use a subcontractor that was not listed in its bid (e.g., a subcontractor performing work costing less than one-half of one percent of the Bidder's total bid amount or a subcontractor needed for work added by change order), then, before the subcontractor performs any work on the Project, the Bidder must provide written notice to the District that identifies the subcontractor and includes the printout described at the bottom of this form as evidence that the subcontractor is properly registered with the DIR.

(vi) The Bidder acknowledges that, if awarded the Contract, the Bidder must: (i) monitor the registration status of its subcontractors on a regular, ongoing basis; and (ii) inform the District in writing if any of its subcontractors is or becomes not duly registered.

(vii) The Bidder and each subcontractor specified on the Subcontractor Listing accompanying the Bidder's bid are duly registered with the DIR pursuant to Labor Code Section 1725.5.

(viii) Evidence (in the form described in the note below) that the Bidder and each such subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION MUST BE ACCOMPANIED BY PRINTOUTS OF THE APPLICABLE SCREENS/PAGES ON THE DIR WEBSITE EVIDENCING THAT THE BIDDER AND ALL LISTED SUBCONTRACTORS ARE CURRENTLY REGISTERED PURSUANT TO LABOR CODE SECTION 1725.5.

NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS

(Executive Order N-6-22)

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

NOTICE TO BIDDER

On March 4, 2022, California Governor Gavin Newsom issued Executive Order No. N-6-22 ("Executive Order") relating to sanctions imposed by the U.S. government and the State of California in response to actions in Ukraine by the Russian Federation ("Russia").

Among other things, the Executive Order "calls upon businesses, non-governmental organizations, and public entities in the State [of California] to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine."

The Executive Order requires that all California State agencies and departments subject to the Governor's authority: (i) review contracts for commodities, services, and technology to determine compliance with such federal and State of California economic sanctions ("Economic Sanctions"); (ii) terminate contracts with entities or individuals that are a target of the Economic Sanctions; and (iii) not enter into any additional contracts with such entities or individuals.

The Executive Order further requires that each California State agency and department: (i) notify all grantees of the agency or department (each a "Grantee") and contractors with contracts of $5 million or more (each, a "State Contractor") of their obligations to comply with the Economic Sanctions; (ii) direct all Grantees and State Contractors to report to the agency or department regarding their compliance with the Economic Sanctions; and (iii) direct all Grantees and State Contractors to report on steps they have taken in response to Russia's activities in Ukraine.

CERTIFICATION BY BIDDER

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

(i) I am a duly authorized representative of the Contractor identified above (herein, the "Bidder") and, in that capacity, I have executed this certification on behalf of the Bidder.

(ii) The Bidder acknowledges that, in connection with various programs, services, and activities undertaken by the District from time to time, the District receives grant funding provided through one or more California State agencies or departments.

(iii) The Bidder represents and warrants that neither the Bidder nor any of its directors, officers, or affiliates: (i) invests in, or has financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia ("Russian Entities"); or (ii) transfers technology to Russia or any Russian Entities.

(iv) The Bidder represents and agrees that, if the District awards the contract for the Project to the Bidder ("Contract"), and in connection with the Bidder's activities pursuant to the Contract, neither the Bidder nor any of its directors, officers, or affiliates shall engage in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violate any of the Economic Sanctions.

(v) The Bidder acknowledges and agrees that, while the Contract is in effect, if the Bidder or any of its directors, officers, or affiliates engages in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violates any of the Economic Sanctions, then, following notice and a thirty-day opportunity for the Bidder to submit a written response, and in the District's sole discretion or as may be required by the State of California, the District may terminate the Contract and, in addition, the District and/or State of California may take any and all other actions as permitted by applicable law.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

REQUIRED CONTRACT FORMS

The Contractor must complete, duly execute, and submit the following forms to the District when required after award of the Contract:

1. Agreement for Construction Services
2. Certification Regarding Employee Background Checks
3. Certification Regarding Drug-Free Workplace
4. Certification Regarding Tobacco-Free Workplace
5. Certification Regarding Workers Compensation
6. Payment Bond
7. Performance Bond
8. Certificate(s) of Insurance
9. Form W-9 (Not included herein -- Contractor must itself obtain a current copy of Form W-9)

AGREEMENT FOR CONSTRUCTION SERVICES

PLEASE NOTE: THE DISTRICT WILL INSERT THE INFORMATION NEEDED TO COMPLETE THIS AGREEMENT FORM AFTER THE DISTRICT BOARD AWARDS THE CONTRACT.

This Agreement for Construction Services is made effective as of Enter Board Approval Date, by and between the Oxnard Union High School District ("District"), a California public school district, and Enter Contractor's Full Legal Business Name ("Contractor"), a Enter State in which Contractor was Organized-Formed Enter Type of Entity designated as entity number Enter Number by the California Secretary of State. The District and the Contractor may be referred to individually as "Party" and collectively as the "Parties."

In consideration of their respective rights and obligations pursuant to this Agreement for Construction Services and the Contract of which this Agreement for Construction Services is a part, consideration that each Party acknowledges is adequate, the Parties as follows:

Section 1. ***Project.*** The Parties have entered into the Contract with respect to the following public works construction project of the District ("Project"): **Dust Collector Installation Re-Bid; Bid 718**

Section 2. ***Component Parts of Contract.*** The entire understanding and agreement between the District and the Contractor relating to the Project (the "Contract") includes and by this reference incorporates in full all of the documents described in this Section (collectively, the "Contract Documents"). The Contract Documents are intended to be complementary and form an integrated and binding whole. Contractor shall perform the work required by any one of the Contract Documents, even if that work is not referenced in any other Contract Document, as if that work is required by each and every Contract Document. The Contract Documents include:

(i) Notice Inviting Bids
(ii) Instructions for Bidders
(iii) Description of Work
(iv) Project Schedule (until replaced by the Master Construction Schedule)
(v) Master Construction Schedule
(vi) All Required Bidding Forms, including, without limitation, Contractor's completed and executed Bid Proposal form
(vii) Notice of Award
(viii) All plans, drawings, and specifications for the Project, including, without limitation, attachments thereto and any and all approved shop-drawing submittals ("Drawings and Specifications")
(ix) All Required Contract Forms, including, without limitation, Contractor's completed and executed Agreement for Construction Services
(x) Special Provisions
(xi) General Provisions
(xii) Any and all Change Orders and other duly approved modifications to the Contract Documents
(xiii) Each addendum to the Drawings and Specifications
(xiv) Each response to Bidder Clarification Request

Section 3. ***Scope of Work.*** The Contractor shall, at its own cost and expense, furnish all construction and other services (including, but not limited to, all labor, materials, tools, equipment,

services, administration, supervision, and incidental and customary work) necessary and appropriate to fully and adequately complete the Project in strict accordance with the Contract Documents ("Work"). Should any detail or dimension be inadvertently omitted from the Drawings and Specifications, it shall be the Contractor's responsibility to request from the Architect the required details or information and to perform the Work in conformance therewith so that, upon completion of the Work, it will be acceptable and ready for use by the District.

Section 4. Completion of Work. Time is of the essence with respect to completion of the Project. The Contract requires the exact and full performance of the Work by the Contractor. The District shall provide notice to the Contractor specifying the date upon which the Contractor is to commence the Work ("Notice to Proceed"). The Contractor shall commence performance of the Work on the date specified in the Notice to Proceed ("Commencement Date"). The Contractor shall fully and satisfactorily complete all of the Work within the Contract Time and, subject to adjustment in accordance with the Contract, not later than the Required Completion Date specified in the Project Schedule or the Notice to Proceed, or in the Master Construction Schedule once it takes effect. The Contractor acknowledges and agrees that: (i) it shall perform the Work in strict conformance with all schedule(s) or project milestone(s) set forth in the Master Construction Schedule; and (ii) the Master Construction Schedule is subject to revision depending on actual conditions in the field and other factors, and as otherwise provided by the Contract. The Contractor must perform the Work in full compliance with the Master Construction Schedule, including, without limitation, as it may be revised in accordance with the Contract, without additional compensation except as may be permitted pursuant to the Contract Documents. The legal doctrine that a contractor may recover for substantial performance of a building contract (i.e., "Doctrine of Substantial Performance") shall not be deemed or construed to apply to the Contract.

Section 5. Certification of Contractor's License. By signing this Agreement for Construction Services, the Contractor shall be deemed and construed to thereby certify, subject to penalty for perjury pursuant to California law, that the Contractor possesses a current and valid contractor's license issued by the CSLB, with classification(s) that the Contractor represents and warrants is(are) appropriate for the Contractor, in conjunction with any subcontractors listed in the Bid Proposal, to perform all of the Work in accordance with California law.

Section 6. Payment to Contractor. In exchange for the full and satisfactory performance of the Work, the District shall pay to the Contractor the total, all-inclusive amount of Enter Contract Amount using Words ($)Enter Contract Amount using Numbers ("Contract Amount"). The Contract Amount shall be subject to adjustment as provided in the Contract Documents through authorized Change Orders approved by the District. Payments to the Contractor shall be made as the Work progresses (each a "Progress Payment") based on Progress Payment Applications submitted by the Contractor and subject to Retention, as set forth in the General Provisions.

Section 7. District Representative. The authorized representative of the District for purposes of the administration of the Contract ("District Representative") shall be Richard Urias, Asst Supt Business Services, who may be reached at (805) 385-2512. With respect to the matters within the authority of the District Representative, the Contractor shall not accept any instruction or direction from any person purporting to represent the District other than the District Representative or his or her designee(s). Notwithstanding the foregoing, and subject to Section 6.3 of the General Provisions, each of the District's Superintendent and Asst Superintendent Business Services shall have authority to act on

behalf of the District for all purposes of the Contract, including, among other situations, if the District Representative is not available on a timely basis.

Section 8. Giving or Service of Notices.

Subsection 8.1 Generally. Each notice, demand, and other communication required or given pursuant to the Contract (each a "Notice") must be in writing, duly addressed as indicated below, and given by: (i) registered or certified mail (postage prepaid and return receipt requested); (ii) UPS, FedEx or other reliable private express delivery (delivery charge prepaid and signature on electronic or other delivery receipt requested); or (iii) email transmission (with original of notice sent via first class U.S. Mail within 24 hours after the email has been sent). A Notice shall be deemed to have been given, served, or received only upon actual receipt by the addressee. In the case of email, "actual receipt" shall mean delivery to the recipient's email in-box. However, if a Notice, including, without limitation, any Notice sent by email, is delivered after 4:00 p.m. on any day (whether or not it is a business day), the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day. For purposes of the Contract, a "business day" is any day that is not: (i) a Saturday or Sunday; (ii) a federal or State holiday; or (iii) a State- or District Board-mandated furlough day with respect to the District's administrative personnel. Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, unless the sender has personal knowledge of the correct, then-current email address of each intended recipient, the sender must call and verify the then-current email address of each intended recipient prior to sending the Notice, or must choose another authorized delivery method. This Section shall not be deemed or construed to apply to day-to-day communications between the Parties for purposes of administering the Contract or performance of the Work, or to service of process in accordance with any applicable law or rule of court. Any Party to the Contract may change its below-specified name, address, or person to whom attention should be directed by giving notice as specified in this Section. Notices, demands, and other communications, as applicable, shall be duly addressed as follows:

To the District:
Oxnard Union High School District
Attn: Richard Urias, Asst Supt Business Svcs
1800 Solar Drive
Oxnard, CA 93030
Email: richard.urias@oxnardunion.org

With Copy to:
Oxnard Union High School District
Attn: James Ketcham, Director Bond Projects & Workforce Housing
1800 Solar Drive
Oxnard, CA 93030
Email: james.ketcham@oxnardunion.org

To the Contractor:
Enter Contractor's Full Legal/Business Name
Attn: Enter Representative's Full Name and Title
Enter Street Address
Enter City, State, Zip Code
Email: Enter Representative's email address

Subsection 8.2 Notice of Emergencies. Notwithstanding anything in the Contract to the contrary, in the event of any emergency or urgent situation, the Contractor must make reasonable attempts to contact the District Representative by telephone and shall follow up such telephone contact with written confirmation. Telephone numbers for "after hours" communications are:

District Representative: Enter District's After-Hours Telephone Number
Contractor Representative: Enter Contractor's After-Hours Telephone Number

Subsection 8.3 Notice of Change in Contractor Contact Information. The Contractor shall give written notice to the District, within five business days, of any change in the Contractor's address, telephone number(s) or other contact information. **ANY AND EACH FAILURE BY THE CONTRACTOR TO PROVIDE SUCH NOTICE SHALL BE DEEMED TO BE A MATERIAL BREACH BY THE CONTRACTOR OF ITS OBLIGATIONS PURSUANT TO THE CONTRACT.**

Subsection 8.4 District Notice of Claims. Pursuant to Public Contract Code Section 9201, the District shall give written notice to the Contractor of any and each third-party claim relating to the Contract, in each case by mailing notice of the claim within ten calendar days following receipt of the claim by the District. Public Contract Code Section 9201 provides that the District shall be entitled to reimbursement, from the Contractor, of the District's reasonable costs incurred in providing such notices to the Contractor.

Section 9. Attorneys' Fees. In connection with any and each action or other proceeding to enforce the Contract and/or to resolve any dispute between the Parties that arises from the Contract, Work or Project, each Party shall be responsible for paying its own costs and expenses incurred in connection with such action or other proceeding, including, without limitation, attorneys' fees, expert witness costs, and related expenses.

Section 10. Entire Agreement. The Contract constitutes the entire agreement of the Parties with respect to the performance of the Work by the Contractor and supersedes any and all prior and contemporaneous communications, negotiations, understandings, and agreements related to the Work, whether oral or written. The Contract may be modified only by written instrument duly approved and signed by both Parties. Any provision, printed or otherwise, contained in any acknowledgment of the Contract or purchase order or invoice related to the Contract that is inconsistent with, different from, or in addition to the terms and conditions contained in the Contract or any documents specifically referenced and incorporated herein, shall have no force or effect whatsoever.

Section 11. Assignment. Contractor shall not assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, including right to payments hereunder, without the prior written consent of District. The Contract shall be binding on any authorized assignee, sublessee, transferee, or other successor to the Contractor. If Contractor attempts, without District permission, to assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, the District may, at its option, terminate the Contract and shall thereafter be relieved from any and all obligations to Contractor and any purported assignee, sublessee, or transferee.

Section 12. Counterparts. The Contract may be executed in counterparts, each of which shall constitute an original and all of which shall constitute but one and the same instrument. The signature pages from counterpart originals may be combined to form one or more copies of this Agreement having original signatures of both Parties.

(The remainder of this page intentionally left blank.)

Section 13. Due Authority. Each person who has signed this Agreement for Construction Services on behalf of a Party shall be deemed and construed to thereby represent and warrant that they have been authorized by appropriate action of such Party to sign, and thereby bind such Party to, the Contract.

In Witness Whereof, the duly authorized representatives of the Parties have executed the Contract, as evidenced by their signatures below.

Oxnard Union High School District	***Enter Contractor's Full Legal/Business Name***
By: _____	By: _____
Print Name: Richard Urias_____	Print Name: _____
Title: _Asst Supt Business Services_____	Title: _____
Dated: _____	Dated: _____

District Board Approved: Enter Approval Date

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor has fully complied with the requirements of Section 3.7 of the General Provisions for employee background checks, including, without limitation, with respect to employees of any subcontractors that the Contractor intends to use on the Project;

(iii) All of the employees of the Contractor and its subcontractors who will enter in or upon the Project Site, or be in the vicinity of the Project Site, in connection with the Project are identified on the Attachment Sheet(s) attached hereto;

(iv) None of the employees of the Contractor or its subcontractors who are identified on the Attachment Sheet(s) attached hereto have been convicted of a violent or serious felony as defined in Subdivision (c) of Education Code Section 45125.2; and

(v) Except for the employees identified on the Attachment Sheet(s) attached hereto (and except for the employees identified on attachment(s) to other certifications using this form that the Contractor has submitted to the District in connection with the Project), the Contractor shall not suffer or permit any employees of the Contractor or any of its subcontractors to enter in or upon the Project Site, or to be in the vicinity of the Project Site, in connection with the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THE CONTRACTOR MUST ATTACH THIS CERTIFICATION TO THE LIST(S) OF EMPLOYEES PREPARED USING THE FOLLOWING ATTACHMENT SHEET.

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – ATTACHMENT SHEET

Contractor Name: _____

Instructions

(1) For each employee, insert all required information (as specified in the table below) in one row of the table.

(2) In the "Driver License/Identification" column in the table below: (i) specify the number of the employee's driver's license or, if the employee does not have a driver's license, the number of the employee's state-issued identification; and (ii) specify the state that issued the driver's license or identification.

(3) If identifying more than ten employees: (i) use copies of this Attachment Sheet to identify the additional employees; and (ii) on each such copy, specify the sheet number and total number of sheets where indicated at the bottom of this Attachment Sheet.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/ Identification #
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Attachment Sheet _____ of _____

PLEASE NOTE: INFORMATION ENTERED ABOVE IS PRESUMED TO BE EXEMPT FROM DISCLOSURE PURSUANT TO THE CA PUBLIC RECORDS ACT

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor, in accordance with Government Code Section 8350 *et seq*., the Drug-Free Workplace Act of 1990, shall provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations.

(c) Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by clause (ii)(a) above, and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.

(iii) The Contractor hereby acknowledges and agrees that, if the District determines that the certification given herein is false, or the Contractor violated this certification by failing to implement the requirements of Government Code Section 8355, then the Contract shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Government Code Section 8350 *et seq*.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, the "District"), subject to penalty for perjury pursuant to California law, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above and, in that capacity, has executed this certification on behalf of the Contractor.

(ii) The Contractor shall ensure a tobacco-free workplace by doing both of the following:

(a) Providing the following statement, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

ALL PROPERTIES AND FACILITIES OWNED OR OPERATED BY THE OXNARD UNION HIGH SCHOOL DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROJECT SITE, ARE TOBACCO-FREE WORK PLACES. IT IS STRICTLY FORBIDDEN WHILE IN, ON, OR AT ANY DISTRICT OWNED OR OPERATED PROPERTY OR FACILITY TO SMOKE, CHEW OR OTHERWISE USE TOBACCO PRODUCTS. THE CONTRACTOR SHALL REMOVE AND PERMANENTLY BAR, FROM THE PROJECT SITE, ANY AND EACH PERSON (INCLUDING, WITHOUT LIMITATION, EMPLOYEES OF ANY SUBCONTRACTOR OR SUPPLIER) WHO VIOLATES THE FOREGOING PROHIBITION.

(b) Enforcing the requirements specified in the foregoing provision.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING WORKERS COMPENSATION

Project Owner: Oxnard Union High School District
Project: Dust Collector Installation Re-Bid
Bid No.: 718
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above and, in that capacity, has executed this certification on behalf of the Contractor; and

(ii) The Contractor is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor shall comply with such provisions prior to commencing and throughout the entirety of performance of the Work on the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PAYMENT BOND

Project Owner: Oxnard Union High School District of Ventura County, California
Project: Bid 718 Dust Collector Installation Re-Bid
Contractor Name: _____
Surety Name: _____
Bond Number: _____
Penal Sum: _____ ($_____)

WHEREAS, the Project identified above is a public project and a public work in accordance with applicable law, and the Project Owner identified above (herein, the "School District") awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project identified above ("Contract");

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the Principal furnish a labor and materials payment bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to pay for materials, labor and other things as required by applicable law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators, and successors.

The condition of this obligation is that, if the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department from wages of employees of the Principal or any of its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorneys' fees as fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any

extension of time, change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in connection with making a claim on this Payment Bond; or (4) any breach of any contract by the School District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number
_____	_____
Representative Email Address	Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

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Each person who has signed this Payment Bond, below, on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond as evidenced by the signatures below of their respective, duly authorized representatives.

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Payment Bond and imprint corporate seal, if any, in the space below.	**Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below.**

PERFORMANCE BOND

Project Owner: Oxnard Union High School District of Ventura County, California
Project: Bid 718 Dust Collector Installation Re-Bid
Contractor Name: _____
Surety Name: _____
Bond Number: _____
Penal Sum: _____ ($_____)

WHEREAS, the Project identified above is a public project and a public work in accordance with applicable law, and the Project Owner identified above (herein, the "School District") awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project identified above ("Contract");

WHEREAS, the Contract requires that the Principal furnish a bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract (collectively, the "Work"), which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents and warrants to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators, and successors.

The condition of the foregoing payment obligation is that, if the Principal (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the Principal pursuant to the Contract and any amendments or changes thereto, and shall complete the Work in full and strict conformance with the requirements of the Contract, all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the School District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the School District or any other party), and the obligations of the Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of the Surety pursuant to this Performance Bond are exclusive of and distinct from any

obligations the Surety may have pursuant to any labor and materials payment bond applicable to the Work.

In any and each case the School District gives notice that the Principal has breached any of its obligations pursuant to the Contract and, therefore, the Principal's right to perform some or all of the Work has been terminated, the Surety shall: (i) within the time period required by the Contract, give written notice to the School District regarding whether the Surety intends to take over and complete the performance of the Contract; (ii) if it intends to take over the Contract, commence performance of the Work at the Project site within the time period required by the Contract; and (iii) if it intends to take over the Contract, complete the Work in strict accordance with the provisions of the Contract, including, without limitation, provisions for the time(s) within which the Work must be completed.

The Surety hereby acknowledges that time is of the essence. In any and each case that the Surety does not, in accordance with the foregoing paragraph, give notice within the required time period of its intention to take over the Contract or, if it has given such notice, does not commence performance of the Work at the Project site within the required time period, the School District may elect to take over the Work and may proceed to complete the Work, by separate contract or by any other means or method the School District deems appropriate, including, without limitation, use of its own forces for some or all of the Work. Without limiting the foregoing discretion of the School District, it may for such purposes obtain one or more quotes, proposals, or bids for any and all work, equipment, materials, and/or other things necessary in the School District's reasonable discretion to complete the Work in strict accordance with the provisions of the Contract, and may enter into one or more contracts providing for completion of the Work. In any case, if the remaining funds otherwise payable to the Contractor in accordance with the Contract are insufficient to pay all costs incurred by the School District in connection with the foregoing, including, without limitation, design professional, legal and other costs, the Surety shall make available, as the Work progresses, sufficient funds, up to and including a total amount equal to the Penal Sum set forth above, to pay the cost of completing the Work.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the School District, the Surety shall neither use the Principal nor accept a quote, proposal, or bid from the Principal for purposes of completing any of the Work; (ii) the School District shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations; and (iii) in any and each case that the School District elects to take over some or all of the Work, and without limiting any of its other obligations pursuant to this Performance Bond, the Surety's payment and other obligations pursuant to this Performance Bond shall not thereby be obviated, limited, or otherwise modified.

Notwithstanding anything to the contrary, in the event the School District determines that the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance otherwise does not conform with the requirements of the Contract, the School District may notify the Surety. In such event, the Surety must make reasonable attempts to assist the Principal to resolve or avoid the breach by the Principal. The Surety and Principal expressly agree that neither the giving of any notice by the School District nor the giving of any assistance by the Surety shall be deemed or construed to constitute interference by the School District or the Surety with the Contract or the ability of the Principal to obtain any bond(s) in any amount(s) from any surety insurer(s).

(The remainder of this page intentionally left blank.)

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number
_____	_____
Representative Email Address	Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

Each person who has signed this Performance Bond on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond as evidenced by the signatures below of their respective, duly authorized representatives.

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
<u>Principal</u>: Attach Notary acknowledgment to this Performance Bond and imprint corporate seal, if any, in the space below.	**<u>Surety</u>: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below.**

SPECIAL PROVISIONS

1. ***Effect of Special Provisions.*** These Special Provisions establish specific requirements applicable to the Work, the Project and/or the Project Site. To the extent these Special Provisions conflict with any provisions of the other Contract Documents, expressly modify the other Contract Documents, or establish requirements in addition to those set forth in the other Contract Documents, the Special Provisions shall to that extent govern over the other Contract Documents. However, the unaffected provisions of the other Contract Documents shall remain in full force and effect, without modification.

2. ***Architect.*** The architect for the Project is Flewelling & Moody.

3. ***Project Consultant.*** The Project Consultant for the Project is James Ketcham, Director of Bond Projects and Workforce Housing.

4. ***Copies of Drawings and Specifications.*** Contractor shall be responsible for printing the sets of the Drawings and Specifications that it needs for construction of the Project using the electronic copy available from the District upon request.

5. ***Mandatory Preconstruction Conference:*** The District shall conduct a Mandatory Preconstruction Conference at **10:00 a.m.** on **February 10, 2026**, at the Project Site. The representatives of the Contractor and its subcontractors for purposes of the Project must be in attendance for the entirety of the Mandatory Preconstruction Conference. Without limiting any other purposes of the Mandatory Preconstruction Conference, the Contractor shall, at the conference, submit to the District, Architect, the Project Consultant, and the Inspector of Record, a proposed Master Construction Schedule that satisfies the requirements of Subsection 5.3.1 of the General Provisions.

   PLEASE NOTE: THE DIR HAS PAUSED ENFORCEMENT OF REQUIREMENTS FOR CONTRACTOR REGISTRATION AND SUBMITTAL OF ELECTRONIC CERTIFIED PAYROLL RECORDS, AND SUCH PAUSE IS SET TO EXPIRE ON JUNE 22, 2025. THE EFFECT OF THIS PAUSE WILL BE DISCUSSED DURING THE MANDATORY PRECONSTRUCTION CONFERENCE.

6. ***Applicable Laws, Regulations, Ordinances, or Other Requirements.*** In addition to other requirements described in the Contract Documents, the Contractor, prior to commencing any of the Work, must obtain or otherwise comply with the requirements described below in this Section. For each, the Contractor must maintain on the Project Site a current copy of documentation that evidences satisfaction of such requirements. Such requirements are as follows:

   (i) Business license issued by city or county (whichever is applicable) in which the Project Site is located.

7. ***Liquidated Damages.*** As noted in Section 5.5 of the General Provisions, time is of the essence with respect to the Contract and completion of the Work. The Liquidated Damages payable by the Contractor pursuant to Section 5.5 of the General Provisions shall be **$1,000.00** per day or portion thereof.

8. ***Access to Project Site.***

8.1 The failure of the Contractor or any of its employees, subcontractors, materials suppliers or others connected with the Work to comply with the provisions of this Section shall be deemed a material breach of the Contract by the Contractor.

8.2 If the Project Site is an existing school of the District ("School"), then, except as expressly authorized by the District in its sole discretion, none of the Contractor, its subcontractors, materials suppliers or others providing any work or services in connection with the Project shall arrive at, enter or be present on or in the vicinity of the School, and no portion of the Work shall be performed on or at the School on any weekday (Monday through Friday, inclusive) when School is in session, between the hours of 7:30 a.m. and 3:30 p.m.

8.3 If the Project Site is a School, and the District has authorized any Work or deliveries to occur during School hours, then, in addition to complying with all other District requirements, the Contractor shall be responsible for:

(i) Ensuring that, at all times during the arrival and/or movement of vehicles, a flag-person is present and directing traffic, and that other necessary traffic safety measures are in effect, to ensure safety of students and other persons; and

(ii) Ensuring that each of its employees, and any employees of its subcontractors, materials suppliers and others providing any work or services in connection with the Project, who arrive at the Project Site during hours when the School is in session, shall check in at the School's administrative office before otherwise entering in and upon the Project Site, and School staff shall escort all such persons to the locations on the Project Site where they are required and/or permitted to be in connection with the Work.

8.4 Regardless of whether the District authorizes any particular Work or deliveries to occur during School hours, the employees of the Contractor, its subcontractors, materials suppliers and others providing any work or services in connection with the Project must enter the School grounds and travel to the Project Site using only the designated entry gate and path of travel as directed by the District. If applicable, the Contractor must sign for and obtain from the District a key for such designated gate. The Contractor must return such key (and all copies of such key) to the District upon completion of the Project.

8.5 At no time shall the employees or other personnel of the Contractor, its subcontractors, materials suppliers or others providing any work or services in connection with the Project be in the vicinity or in the presence of any student or students at the School unless a member of the School or District staff is also present.

9. ***Employee Background Checks.*** Section 3.7 of the General Provisions shall be applicable to the Contract, and the Contractor shall comply in all respects with Section 3.7 of the General Provisions.

10. ***Field Office and Restroom Requirements.*** The Contractor must furnish any and all necessary field offices and restrooms for the Project. The District will NOT provide field restrooms for the Project, and IN NO EVENT SHALL ANY CONTRACTOR OR SUBCONTRACTOR PERSONNEL ACCESS OR ENTER INTO ANY OF THE EXISTING RESTROOMS AT THE PROJECT SITE.

11. ***Dust Control.*** The Contractor, at its own expense, shall undertake reasonable dust-control measures to prevent dust and other particulates attributable to the Work from leaving the Project Site, which measures shall include, but not be limited to, appropriate application of water or other approved dust palliative.

12. ***Minimum Liability Coverage Limits.*** The Contractor must obtain and maintain, and must require that each Subcontractor obtain and maintain, Insurance Policies in accordance with Part 10 of the General Provisions and having the following minimum coverage amounts:

(i) *CGL Policy* coverage limits not less than:

Per occurrence:	$1,000,000
General (and Project specific) annual aggregate:	$5,000,000
Products-completed operations annual aggregate:	$5,000,000
Personal and advertising injury (per person or organization):	$1,000,000
Premises and operations (per occurrence):	$1,000,000
Medical expense (per person):	$1,000,000

(ii) *CPL Policy coverage limits of not less than:*

Per occurrence or claim:	$1,000,000
Project specific, annual aggregate:	$3,000,000

(iii) *Commercial Auto Liability Insurance* coverage limits of not less than:

Per occurrence (combined single limit):	$1,000,000
Project Specific, annual aggregate:	$2,000,000

(iv) *Professional Liability Insurance* coverage limits of not less than:

For the Contractor:	$1,000,000
For Subcontractors (when applicable):	$750,000

13. ***Builder's Risk Insurance.*** The District has determined that Builder's Risk Insurance is not necessary in connection with the Project and, therefore, the District will not procure the DBR Policy in accordance with Section 10.3 of the General Provisions, and the Contractor shall not procure a CBR Policy in accordance with Subsection 10.4.6 of the General Provisions.

14. ***Sexual Abuse and Molestation Coverage.*** The District has determined that, due to the nature, type, location, or characteristics of the Work and/or the Project Site, the requirements for

sexual abuse and molestation coverage described in Subsection 10.4.7 of the General Provisions shall NOT be in effect and will NOT apply to the Contract.

15. ***DVBE-Related Requirements***. The Contractor IS NOT REQUIRED TO COMPLY with the DVBE-related requirements described in the Instructions for Bidders and the General Provisions and, therefore, it will not be necessary to advertise for DVBE services.

16. ***Retention***.

(i) Based on the foregoing the District has determined that Retention shall equal Five Percent (5%).

GENERAL PROVISIONS

PART 1. ADMINISTRATIVE.

Section 1.1 Definitions. Each capitalized term that is defined in any of the Contract Documents shall have such meaning for purposes of all of the Contract Documents, despite not being defined in any other of the Contract Documents.

Section 1.2 Authority of District Representative. The District Representative shall have the authority for general supervision and control of the Work and the Project. The District Representative has the authority to determine the amount, quality, acceptability and fitness of all parts of the Work, and to decide all questions pertaining to the Work, except to the extent that the Architect is responsible for answering such questions. The District Representative shall have authority to stop any or all of the Work whenever, in the District Representative's opinion, the Project or the Work is not being executed in accordance with applicable requirements or in a proper manner.

Section 1.3 Inspector of Record and Special Inspectors. The District may contract with a DSA-approved inspector of record for the Project ("Inspector of Record") and one or more specialty inspectors (each a "Special Inspector") to observe and review some or all of the Work, and who will act as representatives of the District. Such observation and review shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable supervision as required herein. Neither the Inspector of Record nor any Special Inspectors (in any case, an "Inspector") are authorized to make changes to the Drawings, Specifications, or other Contract Documents, and no observation, review, or approval of work and/or methods by any Inspector shall be deemed or construed to relieve the Contractor of responsibility for the correction of any subsequently discovered defects.

Section 1.4 Additional Professional Services. If, due to any request, act, failure or default of the Contractor in connection with the Work or the performance pursuant to the Contract Documents by or on behalf of the Contractor, it is necessary for the District to provide or obtain professional services in addition to what otherwise would be required in connection with the administration of the Contract, the District shall be entitled to reimbursement from the Contractor and/or its surety for any and all costs of such additional services. The District may deduct such costs from any amounts otherwise due to the Contractor in accordance with the Contract Documents or, if such amounts are insufficient, the Contractor or its surety shall pay the difference to the District. The Contractor or its surety shall, in each case, pay required amount to the District not later than thirty days after receipt of an invoice from the District and documentation, if any, reasonably evidencing the invoiced amount. With respect to the foregoing, in no event shall the District be required to disclose any narratives describing legal services provided to or on behalf of the District. The District's right of reimbursement pursuant to this Section is independent from and in addition to, and shall not be deemed or construed as a waiver or release of, any other rights or remedies the District may have pursuant to the Contract Documents or applicable law, including, without limitation, the right of the District to assess liquidated damages as permitted by the Contract Documents. By way of example, not limitation, the causes that may result in the District needing additional professional services may include: (i) defects or deficiencies in the Work; (ii) failure of the Contractor to comply with any requirement of the Contract Documents; (iii) evaluation, processing and acts taken in furtherance of requests for substitutions of products, materials, equipment; (iv) evaluation, processing and acts taken in furtherance of requests for substitution of Subcontractors; (v) evaluation, processing and acts taken in connection with Claims submitted by the Contractor related

to Work not authorized in accordance with the Contract; (vi) failure of the Contractor to prosecute and complete the Work in a timely manner consistent with the requirements of the Contract Documents; (vii) testing, adjusting, balancing and start-up of equipment in excess of the amounts customarily associated with such equipment; (viii) review of any submittal more than twice (i.e., an initial and follow-up review); (ix) enforcement of any guarantee or warranty for any portion of the Work; and/or (x) completion of the Work by the surety or, if applicable, the District. The Parties' respective rights and obligations pursuant to this Section shall survive completion or non-completion of the Work, and/or termination of this Agreement or the Contract.

Section 1.5 Separate Contracts. The District reserves the right to award any other contract(s) in connection with the Project for work and/or services not included in the Contractor's scope of work, and the work to be completed pursuant to such contract(s) ("Work by Others") may proceed simultaneously with the execution of the Work by the Contractor. The Contractor shall coordinate its operations with any and all Work by Others on the Project. The Contractor shall cooperate with the District and other contractors with respect to all aspects of the overall work necessary to complete the Project, including storage of equipment and materials. The Contractor and its subcontractors shall remain informed of the progress and the details of the Work by Others, and shall immediately notify the District Representative of any reasonably apparent lack of progress or defective workmanship of any Work by Others, to assist in preventing interference with the completion of the Work. Failure of the Contractor to remain informed of the progress of any and all Work by Others on the Project and/or failure to give notice of any reasonably apparent lack of progress or defective Work by Others shall be deemed to be acceptance by the Contractor of the Work by Others as being satisfactory for proper coordination with the Work and to be a waiver by the Contractor of any delays arising from that Work by Others.

Section 1.6 Ownership of Contract Documents. All copies of any Contract Documents, including Drawings and Specifications, for the Work and the Project are and shall remain the property of the District. The Contractor shall not use or allow the use of the Contract Documents or any portion or provision thereof in connection with any work other than the Work. With the exception of one set of the signed Contract and other Contract Documents to be retained in the Contractor's records if desired by the Contractor, all copies of all Contract Documents are to be returned to the District upon completion and acceptance of the Work.

PART 2. CONTRACTOR'S PERFORMANCE.

Section 2.1 Independent Contractor Status. The Contractor shall, for all purposes of the Contract, be deemed to be an independent contractor. The Contractor shall not be deemed or construed to be an officer, employee, agent, consultant or representative of the District for any purpose related to the Work or the Project, except to the extent expressly authorized in writing by the District.

Section 2.2 Standard of Performance. The Contractor represents and warrants that it has the professional skill, knowledge, and experience necessary to perform and complete the Work within the time required pursuant to the Contract. The Contractor shall apply such skill, knowledge and experience in the completion of the Project, at a minimum level at least equal to that expected generally of professionals employed in construction of public schools within the State of California. The Contractor shall perform and complete the Work, at minimum, in accordance with: (i) applicable laws, rules, regulations, ordinances, and other governmental requirements; (ii) industry and trade association standards; (iii) applicable manufacturers' recommendations; and (iv) if any, community or area standards. The Contractor represents and warrants that each and all of its employees and

subcontractors shall have sufficient skill, knowledge, and experience to perform the Work that will be assigned to them.

Section 2.3 Licenses. The Contractor represents and warrants that it currently has, and that it shall maintain until completion and acceptance of the Project, any and all contractor licenses, permits, qualifications, and other approvals of whatever nature as are legally required for the Contractor to perform the Work required pursuant to the Contract and to complete the Project. The Contractor further represents and warrants that it currently has, or that, prior to commencing the Work it will obtain, any and all business licenses that must be obtained from any local governmental entities. This Section shall be deemed and construed to relate to authorizations of the Contractor, and not authorizations of the Work, which are covered by Sections 5.1 and 5.2 of these General Provisions.

Section 2.4 Solicitation of Contract. The Contractor hereby represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor or its subcontractor(s), to solicit or secure the Contract on behalf of the Contractor. The Contractor also hereby represents and warrants that it has not paid, and has not agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor or its subcontractor(s), any fee, commission, percentage, brokerage fee, gift or other consideration that is or was contingent upon the award of the Contract to the Contractor. Breach or violation of these representations and warranties shall result in the District having the right to terminate the Contract without further obligation or liability to the Contractor.

Section 2.5 Conflicts of Interest. The Contractor represents and warrants that, except as provided by the Contract, it shall not give, accept, encourage or solicit any payment or other thing to or from any District Board member, officer or employee of the District, or otherwise do any act(s) that may result in any such person having a conflict of interests contrary to applicable federal, state, or local law.

Section 2.6 Project Records. The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, the Contract, the Drawings and Specifications, Change Orders, submittals, cut-sheets, requests for information, daily reports, correspondence, permits, insurance policies, Certificates of Insurance, testing and inspection reports, the costs of administering the Contract, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are: (i) necessary for proper administration and performance of the Work; and (ii) required by law or the Contract. All Project Records, as applicable, shall be maintained in accordance with generally accepted accounting principles. In accordance with Government Code Section 8546.7, the State of California has the right to examine, review, audit and/or copy the Project Records during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District, DSA, SAB and OPSC each hereby has the right to examine, review, audit and/or copy the Project Records during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four years from the date of final completion or filing of a Notice of Completion for the Project, whichever is later. However, if any audit is commenced within such four-year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

Section 2.7 Damages Incurred by District Pursuant to Other Contracts. Notwithstanding anything to the contrary, if the District is required, pursuant to any other contract entered into by the District in connection with the Project, to pay any damages (whether liquidated pursuant to such other contract or otherwise) and/or costs (whether fixed by a court of competent jurisdiction or otherwise), and the District would not have been responsible for such damages and/or costs but for an act or omission for which the Contractor is responsible, then the District may seek indemnification from the Contractor pursuant to Part 11 of these General Provisions and/or may pursue such other remedies as are permitted by law and/or the Contract.

PART 3. EMPLOYEES AND SUBCONTRACTORS.

Section 3.1 Job Superintendent. The Contractor shall have present on the Project Site at all times during the course of the Work an experienced and competent superintendent and any necessary assistants, all satisfactory to the District, who shall supervise the Work and the Contractor's employees and subcontractors on the Project. The job superintendent shall not be changed except with the written consent of the District, unless the Contractor determines that the job superintendent's performance is unsatisfactory or in the event the job superintendent is no longer employed by the Contractor. If the District determines that the performance of any job superintendent or assistant is, for any reason, not satisfactory, the Contractor must promptly replace the job superintendent or assistant with someone reasonably acceptable to the District. The Contractor shall not thereafter suffer or permit any such person to perform any of the Work or to be present on or at the Project Site. The job superintendent shall represent the Contractor and all instructions given to the job superintendent shall be as binding on the Contractor as if given to the owner(s) or other primary representative(s) of the Contractor. Upon request of the District, the Contractor shall confirm in writing to the District any oral instructions given to the Contractor through its job superintendent.

Section 3.2 Contractor's Employees. The employees of the Contractor shall at all times be under the Contractor's exclusive direction and control with respect to the Project. The Contractor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Work, as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, federal and state income tax withholdings, unemployment insurance, and workers' compensation insurance. The Contractor shall employ only competent workers for execution of the Work and shall not employ any person who is unfit or unskilled in the work assigned to him or her. The Contractor shall at all times enforce strict discipline and good order among its employees and any and all subcontractors' employees performing any portions of the Work. The Contractor shall supervise and control its employees and all subcontractors' employees performing any portions of the Work to ensure adequate performance and discipline. The Contractor shall immediately remove from the Project and Project Site any person, regardless of whether employed by the Contractor or any subcontractor, who is determined by the District to be uncooperative, incompetent, or a threat to the safety of persons or the Work, or who fails or refuses to perform the Work in a manner consistent with the requirements of the Contract Documents. The Contractor shall not thereafter suffer or permit any such person to perform any of the Work or to be present on or at the Project Site.

Section 3.3 Prohibition Against Unlawful Discrimination. The Contractor represents and warrants that it is an equal opportunity employer and that it shall not discriminate in violation of any applicable federal, State of California, or other law, rule, regulation, or governmental requirement, including, but not limited to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age. The Contractor must

apply such policy of non-discrimination in connection with all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination of Contractor's employees or any subcontractors.

Section 3.4 Subletting and Subcontracting Fair Practices Act. The Contractor shall comply with all provisions of the "Subletting and Subcontracting Fair Practices Act" set forth at Public Contract Code Section 4100 *et seq.* The Contractor shall not subcontract any portion of the Work except as indicated in its Bid Proposal. If the Contractor failed to identify in its Bid Proposal a subcontractor for any portion of the Work in excess of one-half of one percent of its total bid, or if the Contractor identified more than one subcontractor for the same portion of work to be performed pursuant to the Contract, the Contractor agrees that it is fully qualified to perform, and the Contractor shall perform, that portion of the Work with its own forces, not by using any subcontractor(s).

Section 3.5 Responsibility for Subcontractors. The Contractor shall be responsible for any and all acts, errors, and omissions of its subcontractors performing any work or services in connection with the Project. The Contractor shall also be responsible for ensuring that all portions of the Work performed by its subcontractors conform with all requirements of the Contract Documents and applicable law. The Contractor shall immediately remove from the Project and Project Site any subcontractor that the District determines is uncooperative, incompetent, or a threat to the safety of persons or the Work, or that fails or refuses to perform the Work in a manner consistent with the requirements of the Contract Documents. The Contractor shall not thereafter suffer or permit any such subcontractor or any of its employees to perform any of the Work or to be present on or at the Project Site.

Section 3.6 Subcontractor Insurance. The Contractor shall ensure and verify that its subcontractors obtain and maintain all necessary liability and other insurance as required pursuant to the Contract Documents and/or by law.

Section 3.7 Background Checks.

Subsection 3.7.1 General Statutory Requirements. California Education Code Section 45125.1 ("Section 45125.1") requires that each entity having a contract with a local educational agency ("LEA") shall ensure that each of the personnel interacting with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237. In addition, the contracting entity shall immediately provide any and all subsequent arrest and conviction information it receives to the LEA. Section 45125.1 authorizes LEA's to require compliance with the requirements for personnel other than those directly employed by the contracting entity.

Subsection 3.7.2 Applicability of Background Check Requirements. The Contractor shall initially be required to comply with this Section 3.7 only if so specified in the Special Provisions. However, notwithstanding anything to the contrary, if the Special Provisions do not require compliance with this Section 3.7, the District, in its reasonable discretion, subsequently may require that the Contractor comply with this Section 3.7, including, without limitation, in the event of any delay in completion of the Work making it more likely that students will be present during Project-related activities occurring at the Project Site

Subsection 3.7.3 Contractor Obligations Generally. Because students may be present when Project-related activities occur at the Project Site, and because there will in most

instances be no corresponding "immediate supervision," the Contractor, in connection with such activities, shall comply in all respects with Section 45125.1. Without limiting the foregoing, Contractor, at its sole cost and expense, and without additional compensation from the District, must comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the personnel who, in connection with the Project, will be present at the Project Site.

Subsection 3.7.4 Certification of Compliance. The Contractor shall certify in writing to the District, using the "Certification Regarding Employee Background Checks" form, which is one of the Required Contract Forms, that no person assigned to the Work or who otherwise will be present at, on, or in the vicinity of any District school in connection with the Work has been convicted of any serious or violent felony as described in Education Code Section 45122.1. Education Code Section 45122.1 defines a violent felony as any felony listed in subdivision (c) of Penal Code Section 667.5, and a serious felony as any felony listed in subdivision (c) of Penal Code Section 1192.7. The Contractor must attach to the written certification a list of all persons to whom the certification applies.

Subsection 3.7.5 Presence Prohibited Unless Certified. The Contractor shall prohibit and prevent each and every person who will be at, on, or in the vicinity of any District school in connection with the Work (including, without limitation, employees of each subcontractor) from being present at, on, or in the vicinity of the District's schools unless and until the Contractor provides to the District the required certification that applies to such person.

Subsection 3.7.6 Responsibility for Subcontractor Compliance. The Contractor shall require in each of its subcontracts that, if the subcontractor will assign any person to the Work or otherwise will cause or permit any person to be present at or on the Project Site, the subcontractor must cooperate in regard to, and fully comply with, the requirements of this Section 3.7. The Contractor may on that basis delegate responsibility for compliance with this Section 3.7 to any such subcontractor; however, the Contractor at all times retains full responsibility and/or liability for such compliance or lack thereof.

Subsection 3.7.7 Alternatives to Background Checks. Upon request of the Contractor with respect to any particular situation and/or duration of time, the District in its sole discretion may consent to the Contractor implementing measures intended to protect the District's minor-aged students, which measures would be in lieu of the Contractor complying with the foregoing provisions of this Section 3.7. Subject to District approval, such alternative measures might include, but are not necessarily limited to: (i) installing a physical barrier to limit contact between students and the employees and other representatives of the Contractor, subcontractors, and others present on or at the Project Site on account of the Work; (ii) providing for the continuous supervision and monitoring of such employees, representatives and others by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice; or (iii) providing for the surveillance of such employees, representatives and others by a District employee. The Contractor must implement any such approved alternative measures at no additional cost to the District, and the Contractor shall be responsible for ensuring compliance with such alternative measures by or with respect to all persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work.

Subsection 3.7.8 Consequences of Non-Compliance with Requirements. Due to the possible adverse consequences of contact with students and other minor-aged individuals, any failure by the Contractor to ensure compliance with the requirements of this Section 3.7 shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion,

may immediately terminate the Contract without any further compensation to Contractor and/or pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

PART 4. DRAWINGS AND SPECIFICATIONS.

Section 4.1 Errors, Inconsistencies, and/or Omissions in Contract Documents. The Contractor shall carefully study and compare all of the Contract Documents and requirements therein, and be adequately familiar with the same as the Work commences and progresses. The Contractor shall immediately, upon discovery, inform the District Representative in writing of any error, inconsistency, omission, or other discrepancy in the Contract Documents. The District will notify the Architect of any such error, inconsistency, omission, or discrepancy. The Architect shall promptly investigate and/or verify the same. Unless and until authorized by the District, any of the Work affected by any such error, inconsistency, or omission that is performed by Contractor shall be at the Contractor's risk and/or cost.

Section 4.2 Conflict Between Drawings and Specifications. In the event of any conflict between the requirements of the Drawings and the requirements of the Specifications, the Drawings shall govern with respect to matters of quantity, and the Specifications shall govern with respect to matters of quality. In the event of any conflict within such Drawings involving quantities, or within such Specifications involving qualities, the Contractor shall furnish the greater quantity and/or the higher quality, unless directed to do otherwise, in writing, by the District Representative and/or Architect.

Section 4.3 Titles and Headings in Contract Documents. The titles and/or headings of the sections, divisions and paragraphs set forth in the technical specifications, if any, are provided for convenience only and shall not be deemed or construed as a correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, will be assumed by the District for errors, omissions, or duplications by the Contractor or its subcontractors resulting from actual or alleged error in the arrangement or order of the provisions set forth in the Contract Documents.

Section 4.4 Shop Drawings.

Subsection 4.4.1 Advance Approval Required. The Contractor must, in accordance with the procedures set forth in this Section, submit for the approval of the Architect all shop and setting drawings, samples, and other submittals (each a "Shop Drawing") required pursuant to the Contract Documents or that are requested by the Architect. If the Contractor completes any portion of the Work included in or affected by the subject matter of any Shop Drawing prior to receipt of the Architect's approval of such Shop Drawing, all such Work shall be at Contractor's own risk.

Subsection 4.4.2 Copies Required. Unless otherwise specified in the Contract Documents or by the Architect, the Contractor must submit six sets of all Shop Drawings, together with a letter of transmittal listing the numbers and dates of the Shop Drawings and/or other information submitted to the Architect. Any such Shop Drawings shall be complete in every respect and, where more than a single page, bound in sets.

Subsection 4.4.3 Timely Submittal. The Contractor must submit each and all Shop Drawings in a timely manner, with adequate consideration given to construction scheduling requirements so as to allow ample time for checking, correcting, resubmitting, and rechecking of any Shop Drawing by the Architect.

Subsection 4.4.4 Review and Approval in Advance by the Contractor. The Contractor must review each Shop Drawing prior to submittal to the Architect, including, without limitation, for conformance with all requirements of the Contract Documents. All Shop Drawings submitted for approval by the Architect must be marked with the name of the Project, numbered consecutively, and bear the stamp of approval or signature of the Contractor as evidence that the Contractor has reviewed and approved the Shop Drawings. The Architect will not accept or review Shop Drawings that do not bear the Contractor's stamp of approval or signature, and shall return such Shop Drawings to the Contractor for re-submission.

Subsection 4.4.5 Identifying Variations from Contract Requirements. If, for any reason, any Shop Drawing varies from the requirements of the Contract Documents, the Contractor must specifically identify the variation, by "clouding" or other method that makes the variation apparent, and the Contractor must explain such variation in the letter of transmittal. Absent the Contractor so identifying and explaining a variation from the requirements of the Contract Documents, the Contractor shall not be relieved of the responsibility for performance of the Work in accordance with the Contract Documents, regardless of the fact that the Architect may have approved the applicable Shop Drawing.

Subsection 4.4.6 Approval of Variations from Contract Requirements. Subject to the Contractor's compliance with Subsection 4.4.5, above, the Architect may approve any Shop Drawing that varies from the requirements of the Contract Documents if such variation: (i) does not require any increase in the Contract Amount and/or Contract Time; (ii) does not affect the longevity, use or maintenance of the completed Work; and (iii) approval would be in the District's best interests.

Subsection 4.4.7 Interpretation of Architect Approval. Architect approval of Shop Drawings shall be deemed a "general" approval and, except as otherwise provided in Subsection 4.4.6, above, shall not be construed: (i) to permit any variation between the Work as performed and the requirements of the Contract Documents; (ii) to relieve the Contractor of responsibility for any error(s) that may exist in the details, dimensions, or other information set forth in any Shop Drawing; or (iii) as approval of variations between the Work as performed and details or instructions for the Work previously provided to the Contractor by the District Representative.

Section 4.5 Interpretation of Documents. The District and/or Architect shall resolve any and all questions regarding interpretation of the Contract Documents and/or the workmanship, scope, value or other matters related to the Work performed or to be performed pursuant to the Contract Documents. In each such case, and for purposes of the Contract, the determination by the District and/or Architect shall be conclusive. For avoidance of doubt, words in any of the Contract Documents that are set forth in all-capital (or uppercase), bold, and/or highlighted font: (i) shall be deemed and construed to be for the convenience of the reader; and (ii) SHALL NOT be deemed or construed to obviate or limit the importance or applicability of, or otherwise qualify, any other words set forth in any of the Contract Documents.

PART 5. WORK AND SITE CONDITIONS.

Section 5.1 Work Permits and Licenses. Except as provided in Section 5.2 of these General Provisions, the Contractor shall obtain, at its own expense, any and all permits, licenses and other authorizations necessary for the performance of the Work, including, but not limited to, any required construction permits, Cal-OSHA safety-related permits, storm water permits, and utility-connection permits.

Section 5.2 Building Permits and Permanent Utility Connections. Notwithstanding Section 5.1 of these General Provisions, the District shall procure and pay for any and all building permits and permits for permanent utility connections that must be obtained from the DSA, local building officials or utility company, to the extent required by law or obtained by the District in its discretion. Except for the initial building permit, the Contractor must give written notice to the District a reasonable amount of time in advance of when any such permit will be required, to prevent any associated delays in the performance of the Work or completion of the Project.

Section 5.3 Master Construction Schedule.

Subsection 5.3.1 Development and Approval. During the Mandatory Preconstruction Conference, and without limiting other purposes of that conference, the Contractor shall submit to the District Representative, for review by the District and its consultants, a schedule for completion of the Work and all major components thereof, which shall include the "critical path" for such Work and shall be consistent with the Work of any other contractors on the Project and the Project Schedule ("Master Construction Schedule"). The District, at the Mandatory Preconstruction Conference or upon completing review of the proposed Master Construction Schedule thereafter, may: (i) approve the proposed Master Construction Schedule; or (ii) reject the proposed Master Construction Schedule because it is unrealistic or unreasonable, inconsistent with the Project Schedule, or inconsistent with construction industry practices or standards applicable to public projects/public work. If the District rejects the proposed Master Construction Schedule, then, promptly following rejection, but not more than three business days thereafter, the Contractor shall revise the Master Construction Schedule as necessary to resolve the identified issues, and shall resubmit it to the District, and the District and its consultants shall review the revised Master Construction Schedule. If and when the District approves the Master Construction Schedule, it shall replace the Project Schedule, and approval of the Master Construction Schedule shall be a condition precedent to the Contractor commencing any of the Work. In no event shall approval of the Master Construction Schedule by the District be deemed or construed as the District verifying or approving the logic or feasibility of the Master Construction Schedule.

Subsection 5.3.2 Early Procurement Responsibilities. The Contractor shall be deemed, when it prepared its bid proposal, to have been aware and to have considered all existing and possible economic and other factors that might affect the availability and pricing of labor, equipment, materials, supplies and other things necessary to perform the Work in strict accordance with the Contract, including, without limitation: (i) short and long-term inflationary trends; (ii) sanctions and/or tariffs that may be imposed from time to time, by the U.S. Government or any foreign government; and (iii) shortages that may result from local, regional, statewide, or other public health emergencies, epidemics or pandemics, or natural or other disasters. The Contractor acknowledges that reliance on just-in-time procurement may be inadequate to protect against supply chain disruptions, delays, failures, and/or price increases, and, therefore, that early procurement (and storage until needed) may be necessary and is recommended in connection with the Project. The Contractor, at no additional cost to the District, shall be solely responsible for: (i) developing and implementing a plan for early procurement of labor, equipment, materials, supplies and other things, in order to avoid impacts on the performance and costs of the Work attributable to supply chain disruptions, delays, failures, and/or price increases; (ii) timely ordering, procuring, and/or otherwise securing any and all labor, equipment, materials, supplies, and other things necessary to fully and satisfactorily perform all of the Work within the Contract Time, as it may be adjusted pursuant to the Contract; and (iii) to the extent necessary, storage of such equipment, materials, supplies, and other things until needed for the Project.

Subsection 5.3.3 Compliance with Master Construction Schedule. The Contractor shall comply, and shall ensure that its employees and subcontractors are aware of and comply, with the approved Master Construction Schedule. Any float in the Master Construction Schedule shall be for the benefit of the Project, as determined by the District Representative, not for the benefit of the Contractor, any other prime contractor, or any of their subcontractors.

Subsection 5.3.4 Recovery Schedules. In the event the Work falls behind schedule, the Contractor, promptly, but in no event more than 48 hours following a request by the District, shall prepare and provide to the District a recovery schedule indicating the actions to be taken and the Work to be performed in order to bring the actual work performed into compliance with schedule requirements. Upon approval of the recovery schedule by the District, the Contractor must perform the Work in accordance with the recovery schedule to ensure conformance with the Master Construction Schedule.

Section 5.4 Manpower Requirements. At any time prior to full and satisfactory completion of the Work, the District may determine in its reasonable discretion that the Contractor or any of its subcontractors is not employing sufficient manpower on the Work to complete the Work or any component thereof within the scheduled amount of time. In such event, within forty-eight hours of any request by the District, the Contractor shall provide such additional manpower, or shall ensure that the subcontractor provides such additional manpower, as the District determines is necessary to ensure completion of the Work in a timely manner. Any failure by the Contractor or subcontractor upon the District's request to provide such additional manpower as is required by the District shall constitute grounds for termination of the Contractor and/or the subcontractor. As an alternative to termination, the District, in its sole discretion, may determine to supplement the workforce of the Contractor or the subcontractor in order to ensure timely completion of the Work, and the cost thereof shall be deducted from amounts due to the Contractor pursuant to the Contract, and no such action by the District shall be deemed or construed to constitute interference by the District with the Contract or the Contractor's right to perform the Work.

Section 5.5 Liquidated Damages. Time is of the essence with respect to the Contract and completion of the Work. The Parties acknowledge and agree that: (i) the District will suffer damages if the Contractor does not complete the Work within the time provided pursuant to the Contract; and (ii) in such event, it will be impractical and infeasible to determine the actual amount of damages the District will incur. Therefore, in accordance with Government Code Section 53069.85, the Contractor shall pay to the District liquidated damages at the rate specified in the Special Provisions for each and every calendar day (or portion thereof if not a full day) that the Work or any portion thereof remains uncompleted and not accepted by the District after the time provided pursuant to the Contract, as such time may be modified in accordance with the Contract ("Liquidated Damages"). Liquidated Damages shall constitute compensation to the District for Contractor's delay or delay caused by its subcontractors, suppliers, *et cetera*, in completion of the Work and shall not be construed as a penalty or forfeiture of any other right or remedy under the Contract or law. In the event the Contractor fails to pay any such Liquidated Damages, the District may deduct such amount(s) from any payments due (or that may become due) to Contractor pursuant to the Contract. Nothing in this Section shall be deemed or construed to preclude the District from recovering other or additional damages, as provided by the Contract or applicable law, attributable to any breach or default by the Contractor of its obligations pursuant to the Contract.

Section 5.6 Extension of Time. Subject to the other provisions of this Section, District shall extend the time for completion of the Work, by such number of days determined by the District in its

reasonable discretion, in the event Contractor's progress on the Work is delayed as a result of: (i) an unreasonable act or omission of the District, not contemplated by the District and the Contractor; (ii) an act or omission of any other prime contractor on the Project not consistent with the Contract Documents; (iii) Changes in the Work required by the District for reasons other than those caused by, or the fault of, the Contractor; (iv) strike or lockout not instigated by the Contractor or an affected subcontractor; (v) unusual and severe interruption in interstate or intrastate, but not local or regional, transportation; (vi) earthquake, flood, or other unavoidable casualty that is not the fault of Contractor or a result of Contractor's actions or work; or (vii) any other cause determined by the District to justify an extension of time. **AS A CONDITION PRECEDENT TO THE DISTRICT'S OBLIGATION TO GRANT ANY SUCH EXTENSION OF TIME, THE CONTRACTOR MUST PROVIDE WRITTEN NOTICE OF THE DELAY TO THE DISTRICT WITHIN FIVE CALENDAR DAYS OF WHEN THE DELAY COMMENCED.** No extension of time shall be granted for delay occurring more than five days prior to when the notice of delay is submitted in writing to the District. In the case of a continuing cause of delay, only one notice shall be necessary, but the Contractor must apprise the District on a regular basis (not less than once per week) as to the status of the delay and, also, at such time as the cause of the delay has been resolved and the affected portion of the Work has resumed. The purpose of the notice requirements of this Section are to ensure that the District has an opportunity at the earliest possible time to mitigate and resolve delays in the Project.

Section 5.7 Workmanship and Materials. The Contractor shall employ nothing less than good quality workmanship in performing the Work. All materials, equipment and other items incorporated into the Work shall be of good quality and, unless specified otherwise, shall be new. The Contractor shall, upon request, provide satisfactory evidence as to the type and quality of materials used in connection with the Work. If the Contractor determines that the materials delivered to the Project Site do not represent a good quality product, it shall advise the District Representative, and shall remedy the deficient quality as quickly as possible with the shortest delay, if any, to the Work on the Project, unless otherwise instructed by the District Representative.

Section 5.8 Substitutions of Materials and Equipment. The Contractor shall use and/or incorporate into the Work on the Project all materials and equipment as are specified in the Contract Documents, except upon approval by the District Representative or Architect of the substitution of "equal" materials or equipment. No substitutions shall be accepted unless and until the Contractor requests and receives permission in writing from the District Representative or Architect. All requests for substitution shall be made concurrently to the District, the District Representative and the Architect. The Contractor must have submitted any requests for substitution and all information in substantiation of such request not later than twenty-four hours after the date and time scheduled for opening of bids. Notwithstanding the foregoing, the Contractor may submit a request for substitution after such deadline in the event a Specified Item has become commercially unavailable, i.e., is no longer manufactured or is available only for a manifestly unreasonable price. In connection with any such request, the Contractor shall present complete details of the "equal" item, with specific explanations of the characteristics of the details that differ from the specifications. The Contractor must expressly describe how a substitute item will differ from the Specified Item, including without limitation, compliance with applicable building and other codes, and the Contractor shall to that extent be responsible for compliance with all specifications, codes, *et cetera*, regardless of any District or Architect approval of the substitution request. The District Representative and/or Architect for the Project shall investigate the characteristics of the proposed "equal" item and the merits of the proposed substitution, and shall notify the Contractor of the determination. The determination of the District Representative or Architect as to whether a proposed substitute material, equipment, or other item is "equal" shall be final.

Section 5.9 Contractor's Title to Materials. Neither the Contractor nor any subcontractor on the Project shall purchase materials, equipment, supplies or other items for use on, or incorporation into, the Work subject to any chattel mortgage or under a conditional sale or other agreement pursuant to which an interest is retained by the seller. The Contractor represents and warrants that it shall have good, free and clear title to all materials, equipment, supplies, or other items for which the Contractor accepts any payment from the District.

Section 5.10 Testing and Inspection of Materials, Fabrication and Erection. Materials, fabrication, and erection shall be tested and inspected: (i) as required by Title 21 of the California Code of Regulations; (ii) as required by the Drawings and Specifications, or other Contract Documents; and (iii) when required by the District Representative or Inspector of Record. The cost of all such tests and inspections shall be paid by the District, except that the Contractor shall reimburse the District for (or compensation to the Contractor shall be reduced by an amount equal to, the costs of retesting and/or re-inspecting materials, equipment or other components of the Work that prove to be defective, inadequate, or inconsistent with the requirements of the Contract Documents.

Section 5.11 Materials Samples and Specimens. The Contractor shall deliver to the District Representative upon request, without charge to the District, and properly marked for identification purposes, all material test samples or specimens that are required pursuant to the Contract Documents. The Contractor shall pay all costs incurred in preparing, wrapping, protecting, transporting and/or mailing of required samples or specimens.

Section 5.12 Inspection of Manufactured Items. The Contractor must ensure that the District shall at all reasonable times have access to all places where materials, equipment, machinery, or other items for incorporation into the Work are being manufactured, produced, or fabricated for use on or incorporation into the Project. The District shall be permitted such access as will allow a determination regarding whether such materials, equipment, machinery or other items are being manufactured in strict accordance with the Contract Documents. The Contractor shall, upon request, provide the District Representative with access to all invoices, bills of lading, *et cetera*, and shall provide scales for, and/or other equipment and assistance with, weighing, measuring, or otherwise evaluating any of the materials.

Section 5.13 Surveys. The District, if reasonably required, will establish the boundary lines of the Project Site and all easements thereon. The Contractor shall preserve all existing bench marks and property or survey stakes, markers, or monuments as they exist in the field. The Contractor shall be responsible for each disturbance, removal or covering of any such bench marks, stakes, markers or monuments, and shall reimburse to the District (or compensation to the Contractor shall be reduced by the amount of) the actual cost and expenses incurred in restoring or replacing the same.

Section 5.14 Access to Work. The District, including, without limitation, the Architect, District Representative and Inspectors, shall at all times and for any purpose have unrestricted access to the Work on the Project, including any areas used by the Contractor or its subcontractor(s). Each public authority with jurisdiction over the Project shall at all times have unrestricted access to the Work on the Project, including any areas used by the Contractor or its subcontractor(s), for purposes within that public authority's jurisdiction. The Contractor shall not impede or frustrate any access to or inspection of the Work, including inspection of the materials and the workmanship used in connection with the Work. The Contractor shall take all reasonable steps to facilitate any such access or inspection of the Work, including providing any equipment or other accommodations necessary or convenient for such access or inspection.

Section 5.15 Testing and Inspection of Work. The Inspector of Record shall be present for and oversee all testing and inspection of portions or elements of the Work, or of materials, equipment or other items to be incorporated into the Work, as required pursuant to the Contract Documents, the Inspector of Record's instructions, applicable laws, ordinances and regulations, or by public authorities. **THE CONTRACTOR MUST GIVE WRITTEN NOTICE OF ITS READINESS FOR ANY SUCH TESTING OR INSPECTION, TO THE INSPECTOR OF RECORD AND THE DISTRICT, AT LEAST FORTY-EIGHT HOURS PRIOR TO WHEN THE INSPECTION IS OR WILL BE SCHEDULED TO OCCUR.** If the inspection is to be conducted by a public authority or person other than the Inspector of Record, the notice to the Inspector of Record shall also specify the date and time at which such inspection is to occur. If the Contractor, without prior approval, covers or renders inaccessible the portion or element of the Work, or the material, equipment or other item, that is to be tested or inspected, the Contractor, at its own expense and upon request of the Inspector of Record, shall remove or demolish all portions of the Work as are necessary to facilitate such testing or inspection. The Contractor must give notice of any cancellation of a scheduled inspection at least twenty-four hours prior to when the inspection is scheduled to occur.

Section 5.16 Protection of Work. The Contractor and its subcontractor(s) shall protect the Work and any portions of the Project affected thereby from harm and are responsible under all circumstances for the conditions thereof until the Project Acceptance Date (defined in Subsection 5.32.6 of these General Provisions). The Contractor and its subcontractor(s) shall protect adjacent property from injury or damage arising out of the Contractor's performance of the Work on the Project and shall repair or pay the cost of repairing any such damage or injury that occurs.

Section 5.17 Protection of Project Site. The Contractor shall protect all structures, walks, pipelines, utilities, trees, shrubbery, furniture, and all other items on and in the vicinity of the Project Site that may possibly be damaged or otherwise adversely affected during the performance of the Work.

Section 5.18 Damages to Other Contractors. In the event any other contractor or subcontractor working on the Project incurs damage(s) as a result of any act or omission of the Contractor or its subcontractor(s) that is unreasonable or not consistent with the Contract Documents, the Contractor shall make good-faith efforts to effect a settlement with the other contractor. If no such settlement is reached, and if any party commences an action or other proceeding against the District related thereto, the Contractor shall indemnify, defend, and hold-harmless the District in accordance with Part 11 of these General Provisions.

Section 5.19 Cleanup and Storage. The Contractor shall ensure that the area of the Project Site in which the Work occurs is at all times, including nights and weekends, free of loose or accessible waste, materials, tools, and equipment. The Contractor shall maintain the area of the Work and the Project, including grounds and sidewalks, in a safe, neat, and clean manner that will cause the least inconvenience to the District and, as applicable, the general public, school staff, and students. The Contractor shall comply with all instructions from the District Representative with respect to conditions at the Project Site, including, without limitation, instructions regarding removal of rubbish and debris generated by, and any unnecessary materials, tools, equipment or temporary structures owned or used by, the Contractor or its subcontractors. In the event the Contractor fails to comply with any such instruction, the District Representative may arrange for removal and the Contractor shall pay to the District (or the Contractor's compensation shall be reduced by the amount of) the actual costs of such removal. Storage of materials on the Project Site shall be under the supervision of the District Representative, but at the expense, if any, of the Contractor.

Section 5.20 Safety.

Subsection 5.20.1 Contractor Obligation Generally. Contractor shall perform the Work in such manners, and shall maintain the Work in such conditions, as will prevent injury to any person (including, without limitation, District employees, students, visitors and others) and damage to any property. In carrying out the Work, the Contractor and its employees and subcontractors shall at all times be in compliance with all applicable federal, State of California and local laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed.

Subsection 5.20.2 IIPP and WVPP Requirements. Without limiting Subsection 5.20.1 herein or anything else, the Contractor shall at all times be in compliance with the requirements of: (i) Labor Code Section 6401.7, which relates to Illness and Injury Prevention Plans (each an "IIPP"); and (ii) Labor Code Section 6401.9, and related Cal-OSHA regulations set forth in Sections 1509 and 3203 of Title 8 of the California Code of Regulations, which relate to Workplace Violence Prevention Plans (each a "WVPP"). For all purposes of the IIPP and WVPP requirements, the Contractor shall be deemed and construed to be the "controlling employer" and shall be responsible and liable for any and all required: (i) training of employees; (ii) coordination with other employers and their employees; and (iii) receiving and logging of incidents of workplace violence. As between the Contractor and the District, the Contractor shall be solely responsible and liable for compliance with the IIPP and WVPP requirements and, in that regard, neither the District nor the Project Consultant: (i) shall in any event be deemed or construed to be a "controlling employer" with respect to employees or contracted workforces of the Contractor or any of its subcontractors, suppliers, or consultants; or (ii) have no responsibility whatsoever to review or determine the legal sufficiency or validity of any IIPP, WVPP, or related exemption or Cal-OSHA order, applicable to the Contractor, any subcontractor, or any other third party.

REGARDLESS OF WHETHER ANY INJURY TO ANY PERSON AND/OR INCIDENT OF WORKPLACE VIOLENCE THAT OCCURS ON, AT, OR IN THE VICINITY OF THE PROJECT SITE (each an "INCIDENT") INVOLVES OR WAS INSTIGATED BY ANY PERSON(S) FOR WHOM THE CONTRACTOR IS THE CONTROLLING EMPLOYER, THE CONTRACTOR, IN EACH CASE, SHALL: (i) AS SOON AS REASONABLY POSSIBLE AFTER THE INCIDENT OCCURS, TELEPHONICALLY NOTIFY THE DISTRICT AND, IF APPLICABLE, PROJECT CONSULTANT REGARDING THE INCIDENT; AND (ii) AS SOON AS REASONABLY POSSIBLE AFTER, BUT IN NO EVENT MORE THAN 24 HOURS AFTER, THE INCIDENT OCCURS, AND NOTWITHSTANDING ANY OTHER APPLICABLE REPORTING REQUIREMENT(S), PREPARE AND PROVIDE TO THE DISTRICT A REASONABLY DETAILED WRITTEN REPORT REGARDING THE INCIDENT.

Subsection 5.20.3 Safety Precautions and Clean-up Generally. Safety precautions for which the Contractor shall be responsible may include, but are not necessarily limited to: (i) adequate life protection and lifesaving equipment; (ii) adequate illumination for underground and night operations; (iii) instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; (iv) equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (v) adequate facilities for the proper inspection and maintenance of all safety measures. The Contractor shall take steps to ensure compliance with all safety measures applicable in connection with particular operations or kinds of work, including sufficient safeguards, such as railings, temporary walks, lights, *et cetera*, as are necessary to prevent damage to any property and/or injuries to any person. The Contractor shall conduct such clean-ups of the area of the Work, including grounds and sidewalks, as are necessary to maintain the safety of the area of the Work, but in any event not less than once per day during the course of the Work.

Subsection 5.20.4 Emergencies. In the event of an emergency in which life or property are endangered, the Contractor shall take all reasonable actions to safeguard such life or property. The Contractor shall require that the job superintendent or others immediately call "911" each time a medical or other emergency occurs on or at the Project Site.

Subsection 5.20.5 Contractor Responsibility. The Contractor shall be fully responsible and liable in the event injury to person(s) and/or damage to property results from any unsafe or unprotected condition on or at the Project Site or otherwise associated with the Work that the Contractor is hereby required to protect against.

Section 5.21 Loss and Damage. Until such time as the Work is fully complete and accepted by the District, the Contractor shall be responsible for all losses and/or repair of all damages that may arise from or be a result of: (i) the nature of the Work agreed to herein; (ii) the action of the elements or environment; or (iii) any unforeseen difficulties that may arise or be encountered during the process of completing the Work. However, provided that the Work has been constructed in strict accordance with the Contract Documents, the Contractor shall only be responsible for damage proximately caused by Acts of God (as defined in Public Contract Code Section 7105) up to a maximum of five percent of the Contract Amount. In the event any such Act of God proximately causes damages in excess of five percent of the Contract Amount, the District, in its sole discretion, may terminate the Contract effective three days following written notice to Contractor.

Section 5.22 Regional Notification Center. If the Work involves any trenching, boring, tunneling, digging or other excavation, the Contractor shall be solely responsible and liable for compliance with all applicable requirements of Government Code Sections 4216 through 4216.9, and with all requirements of the CSLB relating to such Government Code provisions. The Contractor must, as required, obtain from the Regional Notification Center an Underground Service Alert identification number and must provide such identification number to the District. Prior to it expiring, the Contractor must contact the Regional Notification Center for any necessary revalidation of the identification number.

Section 5.23 Utility Removal, Relocation and Protection. In accordance with Government Code Section 4215, the District shall compensate the Contractor if the Drawings and Specifications fail to identify any utility main- and trunk-lines on the Project Site and such failure results in additional costs to the Contractor related to: (i) locating and repairing damage to underground utility facilities not caused by the failure of the Contractor to exercise reasonable care; (ii) removing or relocating underground utility facilities not indicated in the Drawings and Specifications with reasonable accuracy; and (iii) equipment necessarily idled during such work. The Contractor shall not be assessed Liquidated Damages for the delay caused by the failure of the District or the owner of the utility to provide for removal or relocation of such utility facilities. **THE CONTRACTOR SHALL IMMEDIATELY PROVIDE WRITTEN NOTICE TO THE DISTRICT IF, DURING THE COURSE OF THE WORK, THE CONTRACTOR DISCOVERS UTILITY FACILITIES NOT IDENTIFIED IN THE DRAWINGS AND SPECIFICATIONS.**

Section 5.24 Trench Excavation. This Section shall apply to the Contract only if the Contract Amount exceeds $25,000 and the Work requires or involves excavation of any trench or trenches five feet or more in depth. The Contractor, in conformance with Labor Code Section 6705 and other applicable law, and prior to any such excavation, shall submit to the District for review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan

must be prepared by a registered civil or structural engineer and if the plan varies from the requirements of applicable Cal-OSHA Construction Safety Orders, the Contractor must obtain Cal-OSHA approval of the plan. Nothing in this Section, and no District or other approval of any plan prepared pursuant to this Section, shall relieve the Contractor of any responsibility, or result in District liability for hazards resulting from excavations performed by the Contractor.

Section 5.25 Subsurface Conditions. In accordance with Public Contract Code Section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, **THE CONTRACTOR SHALL PROMPTLY, AND BEFORE THE FOLLOWING CONDITIONS ARE DISTURBED, PROVIDE WRITTEN NOTICE TO THE DISTRICT** of any: (i) material that the Contractor reasonably believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to bidders prior to the deadline for submitting bids; or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract. The District shall promptly investigate any such reported condition and, if warranted, shall issue a Change Order to the Contractor for any extra work or cost not covered by the Contract. In the event of any dispute between the District and the Contractor related to any such condition, the Contractor shall continue with the Work and shall not be excused from completing the Work within the time required pursuant to the Contract Documents; however, the Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.26 Asbestos or Other Hazardous Materials. In the event the Contractor encounters on the Project Site any material that Contractor reasonably believes to be asbestos, polychlorinated biphenyl (PCB), any material listed by a federal or State of California environmental protection agency or health agency as a hazardous material, or any other material defined as being hazardous under federal or State of California laws, rules or regulations ("Hazardous Material") that has not been rendered harmless, Contractor shall immediately stop all Work in the area affected and report the condition to the District in writing. The Contractor shall resume the Work only if it is determined that no Hazardous Material is present or that such Hazardous Material has been rendered harmless. The District shall not require that the Contractor perform any Work relating to Hazardous Material without the Contractor's consent.

Section 5.27 Certification Regarding Asbestos. Prior to commencing the Work, the Contractor shall execute and submit to the District the "Certification Regarding Asbestos" form included in the Required Contract Forms.

Section 5.28 Notice and Certification Regarding Lead-Containing Materials. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*) and other applicable law, no lead-containing or lead-based paint, plumbing or solders, or other potential sources of lead contamination, shall be used in connection with the construction of the Project, and only trained and State of California-certified inspectors/assessors, monitors, designers, supervisors, and workers may provide lead-related construction services. Prior to commencing the Work, the Contractor shall execute and submit to the District the "Notice and Certification Regarding Lead-Free Materials" form included in the Required Contract Forms for purposes of acknowledging Contractor's awareness and understanding of these requirements.

Section 5.29 Inspection of Previously Completed Work. In addition to any testing and inspection required by the Contract Documents, the Inspector of Record may require special inspection of any portion of the Work already completed as to which there is a reasonable question as to whether it was completed in accordance with the requirements of the Contract Documents. In such event, the Contractor shall remove or undo all portions of the Work as are necessary to facilitate inspection of the questioned portion of the Work. If the questioned portion of the Work is found not to conform with the Contract Documents, the Contractor shall pay all costs of the re-examination and correction of the Work, including repair or replacement of previously completed Work that was removed or undone to permit the inspection. If the questioned Work is found to conform with the Contract Documents, the District shall pay the cost of the re-examination and any repair or replacement of previously completed Work that was removed or undone to permit the inspection.

Section 5.30 Correction of Work Before Final Payment. The Contractor shall promptly remove from the Project and the Project Site all materials, equipment or other items that, as determined by the Inspector of Record, fail to conform to the requirements of the Contract Documents, regardless of whether such materials have already been incorporated into the Work. The Contractor shall, at its own expense, promptly replace any such materials, equipment, or items with conforming materials, equipment or items, and shall thereafter repair the Work and/or execute the remaining Work in conformance with the Contract Documents. In addition, the Contractor shall bear all costs and expenses of replacing or repairing the work of other contractors or subcontractor(s) that is destroyed or damaged in the course of removing or replacing any non-conforming materials, equipment or other items that were incorporated into the Work. The District shall have no obligation to issue the final payment to the Contractor pursuant to the Contract ("Final Payment") unless and until the Contractor satisfies the requirements of this Section.

Section 5.31 Use of Completed Portions. The District shall have the right at any time to take possession of and use any completed or partially completed portions of the Work, regardless of whether the entire Work is complete. In no event shall such possession and use by the District be construed as, or deemed to be, acceptance by the District of portions of the Work that is not complete or that has not been completed in accordance with the Contract Documents. In the event such possession and use delays or increases the cost to the Contractor of completing the remaining Work, the Contractor may submit a claim to the District Representative for additional compensation and/or extension of time.

Section 5.32 Final Inspection and Acceptance of the Work.

Subsection 5.32.1 Contractor Must Determine When Work is Complete. The Contractor shall be solely responsible for determining when Work has been fully and satisfactorily completed, and the Contractor must base each such determination on adequate reviews and inspections of the Work by the Contractor's own forces, rather than relying on representations by any Subcontractor or others. Based on such reviews and inspections, the Contractor must prepare a comprehensive list or lists of items that must be completed or corrected before the Work can be considered as having been fully completed (each a "Punch List"). The Contractor must provide copies of all Punch Lists to the District, the Project Consultant and the Inspector of Record, and must promptly complete or correct all items on the Punch Lists ("Punch Items") and/or cause others to promptly complete the Punch Items.

Subsection 5.32.2 Request for Final Inspection. At such time as the Contractor reasonably believes that all of the Work has been fully and satisfactorily completed, including, without limitation, Punch Items identified by the Contractor in accordance with Subsection 5.32.1 of these

General Provisions, the Contractor shall submit, to each of the District, Architect, Project Consultant and Inspector of Record, written notice that all Work has been completed and request for final inspection. The District, Architect, Project Consultant, and/or Inspector of Record will perform such inspection not later than ten days following receipt of the notice from the Contractor, and the Project Consultant will notify the Contractor regarding the date and approximate time such inspection is to commence. The Contractor must conduct the examinations of the Work in a logical and sequential manner in order to facilitate an efficient and thorough inspection.

Subsection 5.32.3 Re-Inspection of Work. If it is determined after the inspection described in Subsection 5.32.2 of these General Provisions, or after any subsequent re-inspection of the Work pursuant to this Subsection 5.32.3, that the Work is not fully complete, the District, Architect and/or Project Consultant will provide written notice to the Contractor describing the incomplete and/or unsatisfactory portions of the Work. Nothing shall be deemed or construed to require that any re-inspection of the Work be limited to only any previously-identified incomplete and/or unsatisfactory portions of the Work. The Contractor shall be solely responsible and liable for any and all costs (including, without limitation, costs of Architect, Project Consultant and/or Inspector of Record services, administrative costs, consultant fees, transportation costs, *et cetera*) if the Contractor requests an inspection or re-inspection of any portion of the Work, and it is reasonably apparent that such Work is not complete and ready for inspection. Any such costs shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Subsection 5.32.4 Completion of Remaining Work. If it is determined after any inspection of the Work pursuant to Subsection 5.32.2, or any re-inspection of the Work pursuant to Subsection 5.32.3, that any Work is incomplete or unsatisfactory, the District, Architect and/or Project Consultant will provide, to the Contractor: (i) written notice of such determination; and (ii) one or more Punch Lists detailing the Punch Items that must be completed and/or corrected in order for the Work to be deemed to have been fully completed ("Remaining Work"). The Contractor must fully and satisfactorily complete any and all Remaining Work within fourteen days of receiving the corresponding Punch List(s). If the Contractor fails to complete and/or correct the Remaining Work within the required fourteen-day period, the District may: (i) withhold from the final payment to Contractor an amount equal to one hundred and fifty percent of the estimated total cost to correct and/or complete all Remaining Work; and (ii) cause such Remaining Work to be completed and/or corrected and, thereafter, deduct the costs thereof from the amount withheld.

Subsection 5.32.5 Final Walk-Through. At such time as the Contractor reasonably believes that all Remaining Work has been fully and satisfactorily completed, the Contractor must provide a written request to the District, Architect, Project Consultant, and Inspector of Record for a final walk-through inspection. The Project Consultant will coordinate and schedule the final walk-through inspection. The purpose of the final walk-through inspection will be to confirm that all Remaining Work has been completed in accordance with the Contract Documents or as otherwise authorized. At such time as the District, Architect, Project Consultant, and Inspector of Record determine that all Remaining Work has been completed in accordance with the Contract Documents or as otherwise required, and any and all close-out and other requirements of the Contract Documents have been satisfied, the District will provide written notice thereof to the Contractor.

Subsection 5.32.6 Acceptance of the Completed Project. After the entirety of the Work has received final walk-through inspection approval, the completed Project must be accepted by action of the District Board. Subject to the schedule of then-upcoming District Board meetings, and subject to the District's applicable agenda requirements and deadlines, the District shall schedule

acceptance of the Project to occur promptly after final walk-through approval. The District will endeavor to cause a "Notice of Completion" for the Project to be recorded, in the office of the Recorder for the County of Ventura ("County Recorder"), within fifteen days after the date the District Board takes such action to accept the Project ("Project Acceptance Date").

Section 5.33 Contractor Warranty.

Subsection 5.33.1 General. In addition to any manufacturer or other warranties and/or guarantees required by the Contract Documents, the Contractor hereby warrants that all Work performed pursuant to the Contract shall be of good quality and conform to all requirements of the Contract Documents, and that the Work shall be free from defective, faulty and/or non-conforming workmanship, materials, equipment, and other items. The Contractor shall repair, replace or correct any and all such defective, faulty, or non-conforming Work as appears or is discovered during the one year period after the date of final acceptance of the Project by the District (or the period of time specified elsewhere in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later). The provisions of this Section shall not be construed to limit the warranty on items for which the Contract Documents specify a longer warranty or on items for which the manufacturer provides a longer warranty period, and the Contractor shall be responsible for any latent defects in the Work for the period applicable to latent acts or omissions specified in Section 7030 of the Business and Professions Code.

Subsection 5.33.2 Performance of Warranty Work. Within seven days after written notice from the District of any such defect, fault and/or non-conformance, the Contractor shall, at its sole cost and expense, commence and perform with due diligence all Work necessary to repair, replace or correct such defect, fault and/or non-conformance so that the requirements of the Contract Documents are met. Notwithstanding the foregoing, the Contractor shall immediately upon notice from the District undertake any necessary repair, replacement or correction in the event of an emergency or a dangerous condition, when necessary to prevent an interruption in the District's operations, or when necessary to prevent injuries to persons and/or damage to property.

Subsection 5.33.3 Collateral Damage. In complying with its warranty obligation, the Contractor shall, at its sole cost and expense, repair, replace or correct any portions of the Project (including work of other contractors and subcontractor(s)) damaged by any defect, fault or non-conformance in the Work, or that become damaged in the course of repair, replacement or correction of defective, faulty, or non-conforming Work.

Subsection 5.33.4 Extension of Warranty Period. With respect to any of the Work that is repaired, replaced or corrected during the applicable term of this warranty, the warranty and the Contractor's obligation hereunder shall be extended for an additional one-year period, commencing with the date of acceptance of the repaired, replaced, or corrected Work.

Subsection 5.33.5 Confirmation of Warranty Work. The Contractor shall, at its sole cost and expense, perform such tests as the District may require to confirm that any repair, replacement or correction pursuant to this Section complies with the requirements of the Contract Documents.

Subsection 5.33.6 Warranties for Benefit of District. Any and all warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the District, regardless of whether or not such warranties and guaranties have been transferred or assigned to the

District by separate agreement, and the Contractor agrees to enforce such warranties and guaranties, if necessary, on behalf of the District.

Subsection 5.33.7 Contractor Failure to Perform. In the event the Contractor fails to perform, or fails to timely perform, any necessary repair, replacement or correction to the reasonable satisfaction of the District, the District shall have the right, at the Contractor's sole cost and expense, to repair, replace or correct any defective, faulty or non-conforming Work together with any portion of the Project damaged thereby or by the repair, replacement, or correction thereof. The Contractor or, if applicable, its surety, shall reimburse the District for all costs and expenses that the District incurs in connection with any such repair, replacement or correction by the District, or in connection with enforcing the provisions of this Section.

PART 6. CHANGES IN THE WORK.

Section 6.1 District Instructions. In giving instructions related to performance of the Work, the Contractor shall comply with instructions of the District Representative related to minor changes in the Work not involving extra cost and not inconsistent with the purpose of the Work, and there shall be no additional compensation to the Contractor on account of such minor changes.

Section 6.2 District Authority. For purposes of the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Work or the Project, or any other matter materially affecting the performance or nature of the Work or the Project shall be referred to as a "Change in the Work." The District shall have the right to require a Change in the Work, without thereby invalidating the Contract.

Section 6.3 Change Orders. Any and each request or order for a Change in the Work that involves an adjustment to the Contract Amount and/or Contract Time shall be set forth in a written instrument that specifies all relevant information relating to that Change in the Work (each a "Change Order"). Each Party may propose Change Orders for Changes in the Work that Party requests and, upon request of the District, the Contractor, at its cost, shall prepare and propose appropriate Change Orders for Changes in the Work requested by the District. Without limiting the foregoing, any and all adjustments to the Contract Time attributable to a Change in the Work must be set forth in the associated Change Order and not left for later determination. Except as expressly provided in the Contract, no Change Order shall have any force or effect, and the District shall have no liability related thereto for payment or otherwise, unless and until the Change Order has been signed by the Contractor, and approved by the District Board and signed by the District. Except as may be expressly provided in any particular Change Order, all work and services specified in the Change Orders shall be performed in accordance with the terms and conditions of the Contract. Notwithstanding the foregoing, in the event of an emergency endangering life or property, the Contractor may rely on the District's oral requests for additional work and, as applicable, the District will provide for equitable adjustments to the Contract Amount and/or Contract Time. The District will provide oral requests for additional work only to the extent the District Board has expressly delegated such authority.

Section 6.4 Valuation of Change Orders. The Parties shall determine and set forth in an applicable Change Order the fair and reasonable value of each Change in the Work, which will be added to or deducted from the amount of the Contract Amount. The Contractor shall, upon request of the District, provide all information required by the District to substantiate the value of a Change in the Work. No time extension shall be granted in conjunction with any Change Order unless the approved Change Order expressly sets forth such adjustment. The valuation of a Change Order shall be

determined in one or more of the following ways: (i) by estimate and agreement on a fixed lump-sum amount; (ii) by unit prices specified in the Contract or as agreed to by the Parties; or (iii) by a percentage of Contractor's cost and a fixed fee, in which case the Contractor shall keep detailed records of the net cost of labor and materials. The valuation of each Change Order may as agreed by the Parties include a reasonable amount for overhead and profit, but in no event shall such overhead and profit exceed an amount equal to ten percent of the total valuation. The District Representative shall certify the amount of each Change Order that does not provide for a fixed lump-sum amount. In the event the Parties are unable to agree on a Change Order valuation method or amount, the Contractor nonetheless shall proceed with any Change in the Work required by the District. In such event, the Contractor shall keep detailed records of the net cost of labor and materials, including, without limitation, any and all vouchers issued in connection with such Change in the Work. Pending final determination of value, payment on account of a Change in the Work shall be made based upon the District Representative's estimate of the value of the Change in the Work, including, if applicable, a reasonable allowance for overhead and profit due to the Contractor.

Section 6.5 Changes Required by Unilateral Change Order. At any time and from time to time, and without invalidating the Contract, the District may issue a Change Order to require any Change in the Work that is within or consistent with the general scope of the Contract and/or the Project. In order to be binding on the Contractor, each such unilateral Change Order must be signed by the District, the Architect, and the Project Consultant. The Contractor's approval of a unilateral Change Order shall not be required, and the Contractor must implement each change specified in a unilateral Change Order promptly or by such time as specified therein. The District may, but shall not be required to, issue a unilateral Change Order in any case that the District and the Contractor have been unable to agree on the terms of a requested mutual Change Order. A unilateral Change Order may direct that any Work pursuant to the Change Order be performed on a time-and-materials, lump-sum, or unit-price basis. **IF THE CONTRACTOR DISAGREES WITH ANY OF THE TERMS OF A UNILATERAL CHANGE ORDER THAT THE CONTRACTOR DID NOT SIGN TO INDICATE ACCEPTANCE OF SUCH CHANGE ORDER, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 8.1 OF THESE GENERAL PROVISIONS.**

Section 6.6 Change Orders Specify Full and Final Compensation. Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of the Contract Time and any and all overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether such impacts relate to scheduling, productivity, or other matters. By signing a Change Order, the Contractor shall be deemed and construed to have waived any and all claims and rights to any adjustments to the Contract Amount and/or Contract Time other than as are set forth in the Change Order, and the Contractor may not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other effect on the Work and/or additional costs attributable to the change(s) required pursuant to the Change Order. The Contractor shall indemnify, defend, and hold-harmless the District, in accordance with Part 11 of these General Provisions, with respect to any and each claim by any subcontractor, vendor, or consultant of the Contractor that arises or is alleged to have arisen, in whole or in part, from any Change Order(s), including without limitation, any and all claims for extensions of time and overhead, delays, delay damages, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs.

PART 7. UNFORESEEN COST ALLOWANCE

Section 7.1 Authorized Uses of Allowance. The Bid Documents may have required that an allowance for unforeseen costs and conditions be included in the Contract Amount ("Unforeseen Cost Allowance"). In such event, and subject to the other provisions of this Part 7, some or all of the Unforeseen Cost Allowance may be used to pay costs of work not within the then-applicable scope of the Work ("Allowance Work") that is needed as a result of: (i) changes in design of the Project, after commencement of the Work, that are required to satisfy DSA, regulatory, or other applicable requirements, or that are necessary as a result of ambiguities in the approved Drawings and Specifications; (ii) physical conditions in, at, or under the Project Site that either were not disclosed to the Contractor or, if applicable, that the Contractor reasonably could not have discovered during its inspection of the Project Site as described in the Contractor's executed Certification Regarding Site Visit; and/or (iii) other Project-related factors as determined by the District in its sole discretion. In any and each case, the Architect and/or the District shall determine the scope and extent of Allowance Work, and the District shall approve and direct the performance of that Allowance Work.

Section 7.2 District Authority. For avoidance of doubt, and notwithstanding anything else in this Part 7, the use of the Unforeseen Cost Allowance to pay costs for Allowance Work shall be exclusively as determined by the District in its sole and absolute discretion. In addition, because the Unforeseen Cost Allowance is within the approved Contract Amount, it shall not be necessary for the District to obtain District Board approval of any Allowance Work or use of the Unforeseen Cost Allowance as a condition precedent to District authorizing or requiring the performance of Allowance Work or use of the Unforeseen Cost Allowance or, in such event, for such authorization or requirement to be binding on the Contractor. The District may authorize Allowance Work and use of the Unforeseen Cost Allowance by means of Change Order or other appropriate documentation as determined by the District.

Section 7.3 Requests for Use of Allowance. The District may request that the Contractor propose any adjustments to the Contract Amount and/or Contract Time attributable to Allowance Work that the District determines necessary or appropriate, in which event the Contractor, at no additional cost to the District, shall submit to the District a written Change Order in accordance with Part 6 of these General Provisions. If the Contractor desires to propose Allowance Work that the Contractor believes is necessary or appropriate in connection with the Project, then, at no additional cost to the District, the Contractor may submit to the District a written Change Order in accordance with Part 6 of these General Provisions, which Change Order must specify any adjustments to the Contract Amount and/or Contract Time proposed by the Contractor.

Section 7.4 Associated Time Impacts. The District and the Contractor may agree that the performance of Allowance Work will adversely impact the critical path of the Project and, therefore, require an extension of the Contract Time. In such event, the Parties shall attempt to agree on an extension of the Contract Time appropriate to accommodate such Allowance Work; provided that no extension of the Contract Time shall occur in the absence of an adverse impact on the critical path of the Project.

Section 7.5 Determining Allowance Work Costs. Upon receipt of a request from the District as described in Section 7.3, above, or in conjunction with the Contractor submitting a proposed Change Order as described in Section 7.3, above, and without limiting anything else in this Part 7, the Contractor shall provide a reasonably detailed estimate of the costs of the Allowance Work that: (i) specifies the basis for determining the portion of the Unforeseen Cost Allowance to be allocated to the Allowance

Work (e.g., lump-sum, time and materials, unit pricing, or other); and (ii) separately details all applicable cost components, including, without limitation, labor costs, materials costs, and equipment costs. However, because the Unforeseen Cost Allowance is already a part of the Contract Amount, in no event shall the estimated or actual costs of Allowance Work include any amounts attributable to the Contractor's "general markup" or "bond markup." If and to the extent a Subcontractor is required to perform a portion of the Allowance Work, the Contractor may include in the estimated or actual costs of Allowance Work such amounts as are attributable to the Subcontractor's general markup (not in excess of ten percent of the total) and/or bond markup (not in excess of one percent of the total), on a pass-through basis only.

Section 7.6 Allowance Directives. If the Parties are unable to agree on whether the critical path of the Project will be adversely impacted by any Allowance Work, or if the Parties are unable to agree on an extension of the Contract Time needed to accommodate Allowance Work that they agree will adversely impact the critical path of the Project, then: (i) the District, unilaterally and without invalidating the Contract, may require that the Contractor immediately proceed with Allowance Work subject to such terms and conditions as the District unilaterally directs in writing (each an "Allowance Directive"), including, without limitation, associated changes in the Contract Amount and/or Contract Time; (ii) the Contractor's approval of an Allowance Directive shall not be required, but the Contractor may sign and return a copy of the Allowance Directive to indicate acceptance of its terms; and (iii) following receipt of the Allowance Directive, the Contractor shall immediately proceed with the Allowance Work as set forth in that Allowance Directive. **IF THE CONTRACTOR DISAGREES WITH ANY OF THE TERMS OF AN ALLOWANCE DIRECTIVE THAT THE CONTRACTOR DID NOT SIGN TO INDICATE ACCEPTANCE, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 8.1 OF THESE GENERAL PROVISIONS.**

Section 7.7 Contractor Responsibility for Allowance Work. Any and all Allowance Work authorized or directed in accordance with this Part 7 shall be deemed and construed to be Work within the scope of the Contract, and the Contractor shall be solely responsible for performance of all Allowance Work in strict accordance with requirements of the Contract, to the same extent as other Work within the scope of the Contract.

Section 7.8 Modification of Allowance Work. In the event the Contractor determines that any particular Allowance Work will exceed the authorized scope, costs, or time for performance of the Allowance Work, the Contractor may request a modification to scope, cost, or time for performance of the Allowance Work as provided in Section 7.3 of these General Provisions. In such event, the request for modification shall be subject to processing and approval (or to Allowance Directive) in accordance with this Part 7. Without limiting the foregoing, the Contractor shall submit with its request a detailed breakdown and justification of the reason(s) for the requested modification. The Contractor shall not proceed with the modified Allowance Work unless and until the modification has been approved or directed by the District in accordance with this Part 7.

Section 7.9 Tracking of Allowance Work. In each case that the District authorizes or directs performance of Allowance Work, the Contractor shall specify a separate line-item in the Schedule of Values for the cost of that Allowance Work. The Contractor shall submit, with each Progress Payment Application that includes costs attributable to any Allowance Work, a detailed breakdown of the actual costs of the Allowance Work, which shall be subject to review by the District and must be approved by the District in order for the Progress Payment Application (or, if applicable, application for Final Payment) to be deemed complete pursuant to Part 9 of these General Provisions. In no event shall the

amount(s) attributable to Allowance Work specified in any Progress Payment Application exceed the respective amount(s) authorized by the District.

Section 7.10 Deductive Change Order for Unused Allowance. At such time as the District determines that the Contractor has substantially completed all of the Work, if any portion of the Unforeseen Cost Allowance remains unused (and not committed by District authorization or Allowance Directive in accordance with this Part 7), the Contractor, upon request of the District, shall submit to the District a deductive Change Order for the full unused amount of the Unforeseen Cost Allowance. The Contractor shall credit 100 percent of the unused Unforeseen Cost Allowance to the District, without deduction or offset whatsoever, including, without limitation, deductions for overhead, insurance, or bonding costs.

PART 8. REQUIRED NOTICE OF DISAGREEMENT WITH MANDATES

Section 8.1 Notice of Disagreement. The Contractor may provide written notice to the District, the Architect, the Project Consultant, and the Inspector of Record in each case that the Contractor reasonably believes that the implementation of any bulletin, interpretation, clarification, unilateral Change Order, Allowance Directive, or other unilateral determination issued by or on behalf of the District subsequent to issuance of the Notice to Proceed (each a "Mandate") will require an adjustment to the Contract Amount and/or Contract Time that is not set forth in a corresponding Change Order. Any such notice must set forth in reasonable detail all bases asserted by the Contractor in support of its position that it is entitled to an adjustment of the Contract Amount and/or Contract Time, or that any specified adjustment of the Contract Amount and/or Contract Time is not adequate. **THE CONTRACTOR MUST PROVIDE SUCH NOTICE, IN EACH CASE, PRIOR TO COMMENCING ANY WORK OR OTHERWISE IMPLEMENTING A MANDATE, OR WITHIN THREE DAYS FOLLOWING ISSUANCE OF THE MANDATE, WHICHEVER IS SOONER**.

Section 8.2 Failure To Provide Notice. The purpose of the written notice required pursuant to Section 8.1 of these General Provisions is to permit the District to timely evaluate the Contractor's basis or bases for believing that, in connection with any particular Mandate, the Contractor is entitled to an adjustment, or a further adjustment, to the Contract Amount and/or Contract Time and, as appropriate: (i) order any such adjustment or further adjustment to the Contract Amount and/or Contract Time; (ii) order the Contractor to proceed without any adjustment or further adjustment to the Contract Amount and/or Contract Time; (iii) modify the Work and/or the Project to resolve the matter; or (iv) forego implementation of the Mandate. Therefore, if the Contractor fails to timely provide such notice in accordance with Section 8.1 herein, the Contractor shall be deemed and construed to have waived any and all rights to any adjustment in the Contract Amount and/or Contract Time on account of that Mandate. **WITH RESPECT TO ANY PARTICULAR MANDATE, THE GIVING OF AN APPLICABLE NOTICE PURSUANT TO SECTION 8.1 OF THESE GENERAL PROVISIONS SHALL BE A CONDITION PRECEDENT TO THE CONTRACTOR HAVING ANY RIGHT, WHETHER PURSUANT TO PART 16 OF THESE GENERAL PROVISIONS OR OTHERWISE, TO SEEK OR OBTAIN AN ADJUSTMENT OF THE CONTRACT AMOUNT AND/OR CONTRACT TIME.**

PART 9. CONTRACTOR COMPENSATION.

Section 9.1 Application for Payment. The Contractor shall submit to the District Representative, on or before the fifth day of each month, an itemized application for payment for the portion of the Work completed during the prior month ("Progress Payment Application"). The Progress Payment Application shall be in a format approved by the District. The Contractor may call upon the

Inspector of Record for assistance in preparing any Progress Payment Application and, prior to submittal to the District Representative, shall permit the Inspector of Record to review the Progress Payment Application. The Contractor shall certify in the Progress Payment Application that the portion of the Work for which payment is requested has been satisfactorily completed and/or that any materials specified in the Progress Payment Application not already incorporated into the Project are stored where indicated. Each Progress Payment Application must identify: (i) the portion and amount of Work completed since the last Progress Payment Application; and (ii) the portion of the requested payment amount attributable to each subcontractor, material supplier, and other entity that is entitled to a portion of the payment amount. Each Progress Payment Application shall be accompanied by an updated construction schedule illustrating the actual Work completed to date in relation to the approved construction schedule. If there is a discrepancy between the actual Work completed and the Work required pursuant to the construction schedule (i.e., the Work is either ahead of schedule or behind schedule), the Contractor shall include a detailed explanation of such discrepancy with the Progress Payment Application. Payment to the Contractor shall not be deemed to be acceptance, acquiescence, or waiver by the District of any of its rights with respect to any such discrepancy or any deficiency in the Work. The Contractor shall support each Progress Payment Application with such information as reasonably will be necessary for the District Representative to verify the requested payment amount. Payment to the Contractor may be delayed if the Contractor fails to submit complete and accurate information in support of its Progress Payment Applications.

Section 9.2 Verification of Payment Application. The District Representative and/or Architect shall review each Progress Payment Application that satisfies all requirements of Section 9.1 of these General Provisions and, as soon as practicable, but not later than seven days after receipt of the Progress Payment Application, shall: (i) certify that the Progress Payment Application is correct in all aspects and should be paid by the District; (ii) recommend to the District that it reject the Progress Payment Application, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District Representative reasonably determines is necessary to verify any requested payment amount. In the event the District rejects the Progress Payment Application, the Contractor may resubmit the Progress Payment Application with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection.

Section 9.3 Progress Payments. The District shall pay the undisputed amount of any Progress Payment Application, less any amounts that may be withheld or retained pursuant to the Contract or law, within thirty days of receipt thereof and in accordance with Public Contract Code Section 20104.50. If the District has requested additional information in support of a Progress Payment Application, the time for payment pursuant to that Progress Payment Application shall be extended by the number of days required for the Contractor to provide the requested information but reduced by the number of days the District exceeds the seven-day return requirement described in Section 9.2 of these General Provisions. The District shall pay interest, at the rate set forth in Code of Civil Procedure Section 685.010(a), on any amount not paid within the time required by Public Contract Code Section 20104.50 and the Contract, provided that such amount is not subject to dispute or a request for additional information.

Section 9.4 Retention. Unless a different percentage is specified in the Special Provisions, the District shall retain five percent of the amount to be paid to the Contractor pursuant to each approved Progress Payment Application ("Retention"), and the total amount of Retention shall not exceed five percent of the Contract Amount. However, if the Special Provisions provide for Retention in excess of five percent, the District shall withhold such greater percentage of each approved Progress

Payment as Retention, and, in such event, the total amount of Retention shall not exceed an amount equal to that percentage of the total Contract Amount. Subject to any withholding authorized by applicable law or the Contract, the District shall release the Retention to the Contractor with the Final Payment made pursuant to Section 9.9 of these General Provisions. In the event of any dispute between the District and the Contractor, the District, as provided by Public Contract Code Section 7107, may withhold from the Final Payment an amount not exceeding one hundred and fifty percent of the amount in dispute.

Section 9.5 Ownership of Work. As security for partial, progress or other payments, title to the portion of the Work for which such payments are made shall pass to the District at the time of payment. The Contractor shall retain title to all new materials and equipment until incorporated into the Work. However, all Work shall be at the Contractor's risk exclusively until final completion and acceptance of the Project by the District Board. To the extent title to any Work has not previously vested in the District by reason of any such payments, full title shall pass to the District upon delivery of the completed Work as specified in the Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, and other encumbrances. The Contractor promises and agrees that it shall not pledge, hypothecate or otherwise encumber the Work, materials or other items hereby subject to transfer of title in any manner that would result in any lien, security interest, charge, or claim on, against, or with respect to any such items. No such transfer of title shall be deemed or construed to: (i) imply or constitute acceptance by the District of Work that does not strictly conform to the requirements of the Contract; (ii) relieve the Contractor from the responsibility to strictly comply with the Contract; or (iii) relieve the Contractor of responsibility for any loss of or damage to the Work, materials, or other items on the Project.

Section 9.6 Securities In Lieu of Retention. Upon request to the District, the Contractor shall be permitted, in accordance with Public Contract Code Section 22300, to substitute securities in lieu of the Retention withheld by the District in order to ensure Contractor's performance under the Contract. Alternatively, the Contractor may request that the District pay any Retention earned by Contractor directly to an escrow agent who shall, as directed by the Contractor, invest the Retention in securities. Any escrow agreement shall be substantially in the form set forth in, and any securities invested or substituted in lieu of Retention shall be of the type permitted pursuant to, Public Contract Code Section 22300. The Contractor shall be responsible for all costs (including, without limitation, the District's costs) attributable to any investment or substitution of securities in lieu of Retention and/or any costs incurred in connection with establishing and maintaining an escrow account.

Section 9.7 Deductions for Uncorrected Work. The District may determine, in its sole discretion, not to correct all or any portion of the Work or Project that is damaged or that was not completed in accordance with the Contract and, in such event, if applicable, an equitable deduction from the Contract Amount shall be made on account of such damaged or incomplete work.

Section 9.8 Other Withholdings. In addition to the Retention, the District may withhold from the Final Payment or from amounts payable pursuant to any approved Progress Payment Application all amounts necessary to protect District from any loss or liability that has or might result from: (i) Liquidated Damages; (ii) the costs to the District of performing any obligation of the Contractor related to the Work that the Contractor has failed to timely perform or has performed inadequately; (iii) failure of the Contractor to timely correct defective Work; (iv) any stop payment notice(s) related to the Work; (v) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount or prior to any scheduled completion date; (vi) unsatisfactory progress, execution or performance of the Work; (vii) unauthorized deviations from the Contract; (viii) failure of the Contractor

to maintain or timely submit proper and sufficient documentation as required by the Contract or by the District during performance of the Work; (ix) erroneous or false estimates by the Contractor of the value of the Work performed; (x) expenses, losses, or damages incurred by the District for which Contractor is liable pursuant to the Contract; (xi) damage caused by the Contractor or its Work to the Project or to the work of any other prime contractor or subcontractor performing work on the Project; and (xii) any other sums that the District is entitled to withhold or recover from the Contractor pursuant to law or the Contract. The failure by the District to withhold any such amount from any payment, or from a particular payment, to the Contractor shall not constitute a waiver of the District's right to such amount.

Section 9.9 Final Payment. Not sooner than thirty-five days, and not later than sixty days, after the Project Acceptance Date, the District shall issue the Final Payment and accumulated Retention to the Contractor, subject to withholding of disputed or other amounts as permitted or required by applicable law and/or the Contract Documents.

Section 9.10 Waiver and Release. Notwithstanding any other provision of the Contract, as a condition precedent for each payment to the Contractor hereunder: (i) the Contractor must complete, sign and submit to the District a conditional waiver and release in accordance with, and in substantially the form set forth in, Civil Code Section 8132, for the full amount of the payment; (ii) the Contractor must complete, sign and submit to the District an unconditional waiver and release, in substantially the form set forth in Civil Code Section 8134, for all amounts previously paid to the Contractor and for which the Contractor has not already submitted an unconditional waiver; and (iii) a completed and signed unconditional waiver and release, in substantially the form set forth in Civil Code Section 8134, for each subcontractor, materials supplier and other entity that has been paid by the Contractor, but that has not already submitted an unconditional waiver and release for all such payment amounts. Upon completion of all of the Work, and issuance of Final Payment and Retention to Contractor in connection with the Project, the District may require that Contractor complete, sign and submit to the District an unconditional waiver and release upon Final Payment in accordance with, and in substantially the form set forth in, Civil Code Section 8138. In addition, the District may require that the Contractor submit to the District an affidavit, executed subject to penalty for perjury, to the effect that such releases account for all the labor and material used in connection with the Work for which a stop payment notice could be filed. In the event any subcontractor, materials supplier, or other entity or person refuses to provide a release in full, the Contractor may provide the District with a bond satisfactory to the District to indemnify the District against any stop payment notice that may be filed by such entity or person. If any stop payment notice remains unsatisfied after the District has made the Final Payment to the Contractor, the Contractor shall pay to the District all amounts, if any, that the District may be compelled to pay in discharging such stop payment notice, together with the District's costs and expenses related thereto, including, without limitation, attorneys' fees and costs.

Section 9.11 Claims for Extra Cost. **IF THE CONTRACTOR CLAIMS THAT INSTRUCTIONS RELATED TO THE WORK RESULTED IN COSTS TO THE CONTRACTOR THAT WERE NOT CONTEMPLATED AND ARE NOT INCLUDED WITHIN THE CONTRACT AMOUNT, THE CONTRACTOR SHALL GIVE WRITTEN NOTICE THEREOF TO THE DISTRICT REPRESENTATIVE WITHIN A REASONABLE TIME, BUT NOT IN EXCESS OF FIVE DAYS AFTER THE RECEIPT OF SUCH INSTRUCTIONS.** In the event of any such claim, except in an emergency in which life or property is endangered, the Contractor shall not commence or perform any portion of the Work that is affected by such claim unless and until directed to do so by the District. In the event the District Representative determines that any such claim is valid, the Contract Amount shall be adjusted as provided for a Change in the Work. The Contractor shall bear the risk, cost, and expense of any Change in the Work undertaken without prior approval of the District.

Section 9.12 Delay Damages. The Contractor shall not claim or be entitled to receive any compensation or damages because any portion of the Project at any time has not progressed or is not sufficiently complete for Contractor to timely proceed or continue with any portion of the Work, except if and to the extent such delay is the result of an unreasonable act of the District not within the contemplation of the Parties. Notwithstanding the foregoing, the Contractor shall not claim or be entitled to compensation for any such otherwise compensable delay in the event of a concurrent delay resulting from acts or omissions of the Contractor or its subcontractors or suppliers. **IN THE EVENT OF A PERCEIVED DELAY, COMPLIANCE WITH THE NOTICE REQUIREMENTS SET FORTH IN SECTION 5.6 OF THESE GENERAL PROVISIONS SHALL BE A CONDITION PRECEDENT FOR ANY RELATED CLAIM BY THE CONTRACTOR.** If the Contractor fails to give timely notice of a delay in accordance with Section 5.6 of these General Provisions, the Contractor shall have no right or entitlement to any compensation or extension of time in connection with such delay.

PART 10: INSURANCE REQUIREMENTS

Section 10.1 Insurance a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all applicable requirements of this Part 10 shall be deemed and construed as a condition precedent to the Contractor commencing any portion of the Work. However, in no event shall any failure by the Contractor to comply, or to timely comply, with the requirements of this Part 10 be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to commence the Work on the Commencement Date. The Contractor shall be responsible for all damages and costs incurred by the District arising from any failure by the Contractor to comply or to timely comply with the requirements of this Part 10.

Section 10.2 Coverage Timing Requirements. Except as otherwise provided in this Part 10, the Contractor must obtain and have in effect each and every policy of insurance as required pursuant to the Special Provisions and this Part 10 of these General Provisions (each an "Insurance Policy" and, collectively, the "Insurance Policies") prior to expiration of the Return Period or prior to the Commencement Date, whichever is sooner. The Contractor must maintain each such Insurance Policy in full force and effect at all times prior to the Project Acceptance Date or, as applicable, such later date as specified in this Part 10 of these General Provisions.

Section 10.3 Optional District Builder Risk Insurance. If the Special Provisions so provide, the District will obtain, and will maintain in force at all times prior to the Project Acceptance Date, a policy of builder's risk insurance with such coverages, deductibles, and endorsements as the District, in its reasonable discretion, determines appropriate ("DBR Policy"). If the District will have the DBR Policy in effect, the Contractor shall not be required to procure the CBR Policy described in Subsection 10.4.6 of these General Provisions. The DBR Policy will name as additional insureds the District, the Contractor, the Subcontractors, and others as the District, in its reasonable discretion, determines appropriate. The District and the Contractor hereby waive all subrogation rights against each other and all other persons and/or entities covered by the DBR Policy, but only to the extent of coverage provided by the DBR Policy. The Contractor shall in its Subcontracts require that Subcontractors of all tiers also waive all subrogation rights against each other and all others covered by the DBR Policy, to the extent of the coverage provided by the DBR Policy. The DBR Policy shall also waive the insurer's rights of subrogation against such persons and/or entities. A waiver of subrogation shall be effective with respect to each such person or entity regardless of whether the person or entity: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the DBR Policy; or (iv) has an insurable interest in the property. The Contractor must comply with all requirements of

the DBR Policy applicable to the performance of the Work. If the Contractor incurs any loss in excess of an applicable deductible, the Contractor must provide written notice to the Project Consultant within twenty-four hours after discovering the loss. If a deductible applies, the Contractor shall be responsible for all losses up to the deductible amount set forth in the Special Provisions.

Section 10.4 Minimum Types and Amounts of Insurance Coverage.

Subsection 10.4.1 Commercial General Liability Insurance. As a condition precedent to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times as specified in this Subsection, an ISO form CG 00 01 policy of commercial general liability insurance, written on an "occurrence" basis ("CGL Policy"). For avoidance of doubt, "modified occurrence" and "claims-made" policies are not acceptable and will not satisfy the requirements of this Subsection. The CGL Policy shall have coverage limits and sub-limits in amounts not less than those specified in the Special Provisions. Each amount specified in the Special Provisions as a minimum aggregate limit applicable to the CGL Policy shall: (i) be an annual limit; (ii) apply specifically and exclusively to the Project and the Work; and (iii) apply to all of the Project and the Work, regardless of whether portions of the Work are performed directly by the Contractor or by any other party or parties on behalf of the Contractor. The Contractor shall keep the CGL Policy in full force and effect: (i) generally, at all times prior to the date of final payment to the Contractor pursuant to Section 9.9 of these General Provisions; and (ii) with respect to products-completed operations coverage, until the date that is four years after the date of final payment to the Contractor in accordance with the Contract. Except as expressly agreed by the District in writing, the CGL Policy shall, at a minimum and without limitation, provide coverage for all of the following:

(i) bodily injury, disease, sickness and death;
(ii) property damage;
(iii) personal injury and advertising injury;
(iv) premises and operations liability;
(v) explosion, collapse, and underground;
(vi) contractual liability assumed by the Contractor pursuant to the Contract Documents;
(vii) independent contractor's liability; and
(viii) products-completed operations liability.

Subsection 10.4.2 Contractor's Pollution Liability Insurance. As a condition precedent to commencing the Work, the Contractor must have in effect, and must maintain in effect at all times specified in this Subsection, a policy of contractor's pollution liability insurance, written on an occurrence basis ("CPL Policy"). For avoidance of doubt, "modified occurrence" and "claims-made" policies are not acceptable and will not satisfy the requirements of this Subsection. The CPL Policy shall have coverage limits in amounts not less than those specified in the Special Provisions. The amount specified in the Special Provisions as a minimum aggregate limit applicable to the CPL Policy must: (i) be an annual limit; (ii) apply specifically and exclusively to the Project and the Work; and (iii) apply to all of the Project and the Work, regardless of whether portions of the Work are performed directly by the Contractor or by any other party or parties on behalf of the Contractor. The Contractor shall keep the CPL Policy in full force and effect: (i) generally, at all times prior to the date of final payment to the Contractor pursuant to Section 9.9 of these General Provisions; and (ii) with respect to products-completed operations coverage, until the date that is four years after the date of final payment to the Contractor pursuant to Section 9.9 of these General Provisions. Except as expressly agreed by the District in writing, the CPL Policy shall, at a minimum and without limitation, provide coverage for all of the following:

(i) release of pollutants or contaminants (including, but not limited to, hazardous substances), whether accidental, sudden, or gradual;
(ii) pollution arising from disturbance of existing conditions;
(iii) asbestos and lead abatement, removal, and disposal;
(iv) bodily injury, sickness, disease, and/or death;
(v) property damage (broad form);
(vi) fungus (including, without limitation, mold), bacteria, and silica pollution;
(vii) transportation risks, including, among others, loading and unloading of hazardous wastes or materials;
(viii) disposal at non-owned disposal sites;
(ix) damage to natural resources;
(x) emergency response costs and expenses;
(xi) clean-up and remediation costs and expenses;
(xii) Errors and omissions liability;
(xiii) contractual liability assumed by the Contractor pursuant to the Contract Documents;
(xiv) defense costs, including, without limitation, attorneys' fees and other legal costs; and
(xv) products and completed operations coverage.

Subsection 10.4.3 Commercial Auto Liability Insurance. Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times prior to the Project Acceptance Date, a policy of commercial-business vehicle liability insurance written on an occurrence basis ("CAL Policy"). For avoidance of doubt, "modified occurrence" and "claims-made" policies are not acceptable and will not satisfy the requirements of this Subsection. The amount specified in the Special Provisions as the minimum aggregate limit applicable to the CAL Policy shall: (i) be an annual limit; and (ii) provide coverage for owned, hired and non-owned vehicles used in connection with the Work. The Contractor shall keep the CAL Policy in full force and effect at all times prior to the date of final payment to the Contractor pursuant to Section 9.9 of these General Provisions.

Subsection 10.4.4 Workers' Compensation and Employer Liability Insurance. Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times prior to the Project Acceptance Date, a policy of workers' compensation insurance in accordance with Section 3700 *et seq*. of the Labor Code and other applicable laws, regulations and requirements ("WC Policy") and a policy of employers' liability insurance with limits of not less than one million dollars per incident ("EL Policy"). Prior to expiration of the Return Period, the Contractor must complete, execute and submit to the District the "Certification Regarding Workers Compensation" form included in the Required Contract Forms.

Subsection 10.4.5 Professional Liability Insurance.

Subsection 10.4.5.1 Contractor. In connection with the Contractor having responsibility, whether directly or indirectly through any Subcontractor, for any design, engineering or similar professional services in accordance with the Contract Documents (e.g., design of fire sprinklers, shoring, falsework, scaffolding, *et cetera*), the Contractor shall obtain and maintain a policy of professional liability (errors and omissions) insurance ("E&O Policy") providing coverage in an amount not less than the amount specified in the Special Provisions for each claim and in the aggregate. Notwithstanding Section 10.2 of these General Provisions: (i) the Contractor must have the E&O Policy in full force and effect prior to commencing any such professional services; (ii) each renewal or replacement of the E&O Policy must have a retroactive date that is prior to the date the Contractor commenced any such professional services; and (iii) as a condition to final payment pursuant to the

Contract, the Contractor must obtain at its cost a supplemental extended reporting period (tail) applicable to the E&O Policy for a period of not less than four years after the Substantial Completion Date.

Subsection 10.4.5.2 Subcontractors. In addition to the Contractor obtaining and maintaining the E&O Policy, the Contractor must require and ensure that each of its Subcontractors having responsibility for any design, engineering or similar professional services in connection with the Project obtains and maintains a policy of professional liability (errors and omissions) insurance ("Subcontractor E&O Policy") providing coverage in an amount not less than the amount specified in the Special Provisions for each claim and in the aggregate. Notwithstanding anything else to the contrary: (i) each such Subcontractor must have its Subcontractor E&O Policy in full force and effect prior to commencing any such professional services; (ii) each renewal or replacement of the Subcontractor E&O Policy must have a retroactive date that is prior to the date the Subcontractor commenced any such professional services; and (iii) as a condition to final payment to the Contractor pursuant to Section 9.9 of these General Provisions, the Subcontractor must obtain at its cost a supplemental extended reporting period (tail) applicable to the Subcontractor E&O Policy for a period of not less than two years after the Substantial Completion Date; provided that, upon request of the Contractor, the District in its discretion may waive the requirement for some or all of the tail coverage with respect to any Subcontractor whose professional services relate solely to temporary work (e.g., shoring, falsework, or scaffolding).

Subsection 10.4.6 Contractor's Builder Risk Insurance.

Subsection 10.4.6.1 Contractor Obligation. If the Special Provisions provide that the Contractor must obtain such insurance, then, prior to commencing the Work and at all times prior to the date of final payment to the Contractor pursuant to Section 9.9 of these General Provisions, the Contractor shall have in effect a policy of builder's all-risk insurance ("CBR Policy") issued on a non-reporting, replacement value basis covering any and all existing and new structures and other improvements where Work is being performed, including, without limitation, as modified by performance of the Work.

Subsection 10.4.6.2 Coverage Requirements. The CBR Policy must apply, at a minimum, to: (i) completed work; (ii) work in progress; (iii) temporary structures and improvements; (iv) materials, supplies, and equipment stored on the Project Site; (v) materials, supplies, and equipment stored at off-site locations or in transit; and (vi) operational and performance testing, commissioning, and start-up. The CBR Policy must cover: (i) losses and costs arising from causes that include, without limitation, fires, windstorms, lightening, explosions, theft, collapse, and water damage; (ii) losses and costs arising from subsidence, landslide, or other earth movement associated with or attributable to construction activities; (iii) unless excepted by the District, in writing, losses and costs arising from earth movement associated with or attributable to earthquakes; (iv) costs associated with clean-up, demolition, repair, or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering, and other professional services; and (v) all ensuing and/or consequential losses attributable to causes of loss excluded under the CBR Policy, including, without limitation, faulty design or workmanship. The CBR Policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft (including, without limitation, theft of materials not then incorporated into the completed portions of the Project. Any exclusion of losses attributable to faulty design or workmanship shall not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

Subsection 10.4.6.3 Sub-Limits and Deductibles. In no event shall: (i) any sub-limit applicable to the CBR Policy be less than six percent (6%) of the primary coverage limit determined in accordance with Subsections 10.4.6.1 and 10.4.6.2 of these General Provisions; or (ii) the amount of any deductible or self-insured retention applicable to the CBR Policy exceed $25,000.00. Any and all sub-limits and deductibles applicable to the CBR Policy shall be subject to approval by the District, in writing and prior to the Contractor commencing any of the Work, which approval the District may grant deny, or condition in its reasonable discretion. The Contractor shall cause the CBR Policy to provide or be endorsed to provide that the District may pay any deductible or retention amount if, for any reason whatsoever, the Contractor fails to pay, or fails to timely pay, any such amount.

Subsection 10.4.6.4 Additional Insured and Loss Payees. Although the Contractor shall be the insured party and loss payee, the CBR Policy must provide or be endorsed to provide additional insured status to all of the following parties: (i) the District; (ii) the Architect; (iii) the Inspector of Record; and (iv) each Subcontractor. The CBR Policy also must name the District as a loss payee, including, without limitation, for the purposes of any tax-exempt bond proceeds used to fund the Project, and the District shall be deemed to be the owner of all work and materials on the Project Site or stored for use on the Project Site.

Subsection 10.4.6.5 Risk of Loss. As between the Contractor and the District, the Contractor and its surety(ies) and insurer(s) shall bear any and all risk of damage, destruction, or loss to the Work, the Project, and/or the Project Site resulting from perils covered by the CBR Policy and/or other hazards. In no event shall the District be responsible or liable for any such damage, destruction or loss, and in no event shall any such damage, destruction, or loss be deemed or construed to relieve the Contractor of its obligation to fully and satisfactorily complete all of the Work. Without limiting the foregoing, no Progress Payment or other amount paid by the District to the Contractor in accordance with the Contract, in and of itself, shall be deemed or construed to relieve the Contractor of any responsibility it otherwise may have for physical damage, destruction, and losses that occur prior to the Project Acceptance Date.

Subsection 10.4.7 Sexual Abuse and Molestation Insurance.

Subsection 10.4.7.1 General Requirements. If the Special Provisions provide that the Contractor must obtain such insurance, then, as a condition precedent to commencing the Work, the Contractor must have in effect, and must maintain in effect at all times specified in this Subsection, insurance covering sexual abuse and molestation ("SAM Policy"). The SAM Policy shall have coverage limits in amounts not less than those specified in the Special Provisions. The amount specified in the Special Provisions as a minimum aggregate limit applicable to the SAM Policy shall: (i) be an annual limit; and (ii) apply specifically and exclusively to the Project and the Work. The coverage limits applicable to the SAM Policy shall be separate from (and not included within or otherwise subject to) the coverage limits of any other insurance policies that the Contractor may have in effect, including, without limitation, the CGL Policy and the E&O Policy.

Subsection 10.4.7.2 Scope. The SAM Policy, at a minimum, shall provide coverage for: (i) direct and vicarious liability associated with sexual misconduct and abuse; (ii) acts and omissions by, among others, the employees of the Contractor and its Subcontractors, and all other persons who may be present at the Project Site in connection with the Work; (iii) investigation, defense, and other legal and non-legal costs incurred by the District prior to any determination that an accused abuser is guilty; and (iv) payment of defense costs outside of (i.e., without reducing) the SAM Policy

coverage limits. Without limiting any of its other obligations, the Contractor shall comply with any and all risk management controls reasonably required by the insurer that issues the SAM Policy.

Subsection 10.4.7.3 Duration. The District's preference is that the SAM Policy be written on an occurrence basis, although the District will accept a SAM Policy written on a claims-made basis if the Contractor reasonably is unable to obtain the coverage written on an occurrence basis. However, notwithstanding anything to the contrary, if the SAM Policy is written on a claims-made basis: (i) the Provider must have the SAM Policy, as described herein, in full force and effect on or before the Effective Date; (ii) each renewal or replacement of the SAM Policy must have a retroactive date that is prior to the Effective Date; and (iii) as part of the material consideration to the District for entering into this Agreement, the Provider must contract for the SAM Policy to be in full force and effect, without any gaps in coverage, for whichever is the shorter of the following periods of time (in either case, the "SAM Coverage Period"): (i) for as long as the Contractor remains in business and for a period of at least three years following the date the Contractor ceases doing business; and (ii) for 25 years after final payment to the Contractor pursuant to Section 9.9 of these General Provisions. Without limiting the foregoing, if the claims reporting period applicable to, specified in, or determined pursuant to the SAM Policy, will expire prior to expiration of the SAM Coverage Period, then the Provider, at its cost, must obtain and provide satisfactory evidence to the District of either: (i) an endorsement to extend the claims reporting period until the date the SAM Coverage Period will expire; or (ii) a supplemental extended reporting period (i.e., tail) applicable to the SAM Policy as required to provide coverage until the date the SAM Coverage Period will expire. For purposes of this Subsection: (i) the Contractor shall be deemed to have ceased doing business if it voluntarily winds down and terminates its business, or if as the result of insolvency or otherwise, the Contractor's business is terminated involuntarily, pursuant to court order or otherwise; and (ii) the Contractor shall be deemed to have remained in business notwithstanding any acquisition, purchase, merger, consolidation, or other reorganization of the Contractor's business, and any and each such reorganized entity shall be deemed and construed to have assumed the Contractor's responsibilities and liabilities pursuant to this Subsection 10.4.6, regardless of whether doing business under the name used by the Contractor as of the Effective Date.

Subsection 10.4.7.4 Survival. The Parties' respective rights, obligations, and liabilities pursuant to this Subsection 10.4.7 (including, without limitation, obligations and liabilities assumed by the Contractor's successors in interest) shall survive completion of the Project, final payment to the Contractor pursuant to Section 9.9 of these General Provisions, and termination of the Contract.

Section 10.5 Excess Liability Coverage. The District, in its sole discretion, may approve any request by the Contractor to satisfy portions of the coverage requirements for any one or more of the Insurance Policies (each an "Underlying Policy") through a policy of excess or umbrella liability insurance (in any case, an "Excess Policy"); provided that, in each case, the Excess Policy must, without exception: (i) follow the form of the Underlying Policy; (ii) provide coverage at least as broad as the Underlying Policy; (iii) provide coverage in excess of the coverage of the Underlying Policy, without any gap(s) in coverage (limits or otherwise); and (iv) provide or be endorsed to provide additional-insured status on the District. The District may impose any other conditions or requirements in connection with approval of an Excess Policy as the District determines are reasonable, appropriate, or necessary.

Section 10.6 Contractor Insurance is Primary. The coverages provided by each of the CGL Policy, the CPL Policy, the CAL Policy, the CBR Policy (if required), the SAM Policy (if required), and the Excess Policy (if authorized) shall be primary and not contributing with respect to any insurance or self-insurance programs covering (i) the District, the District Board and each individual member of the

District Board, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"); and (ii) the Architect, the Project Consultant, the Inspector of Record, and other consultants and service providers providing services to the District in connection with the Project (collectively, the "District Consultants").

Section 10.7 Insurer Standards. Each Insurance Policy must be issued by an insurer that is licensed to do business in this State and that has an A.M. Best Company rating (Best's Rating) of not less than an "A," a "Ratings Outlook," if assigned, of either stable or positive, and a Financial Size Category of not less than "VIII." If a "Ratings Outlook" has been assigned to any such insurer that is not either stable or positive, the District may consider the insurer's Ratings Outlook and all other relevant factors in determining whether the insurer is satisfactory, and, if the District reasonably determines that there may be a significant risk in accepting an Insurance Policy issued by such insurer, then, upon request of the District, the Contractor must obtain that Insurance Policy through another insurer that satisfies the standards set forth in this Section.

Section 10.8 Designation of Additional Insureds. The CGL Policy, the CPL Policy, the CAL Policy, the CBR Policy (if required), the SAM Policy (if required), and the Excess Policy (if authorized) each must provide or be endorsed to provide additional-insured status to the District, the District Agents, the Architect, the Project Consultant, and the Inspector of Record. Each additional insured endorsement shall be ISO Form CG 20 10 11 85 or an alternative endorsement (or stacked endorsements) reasonably acceptable to the District. For purposes of this Section, and without otherwise limiting the District's discretion to determine an alternative to form ISO form CG 20 10 11 85, a combination of ISO Form CG 20 10 10 01 and ISO Form CG 20 37 10 01 shall be deemed an acceptable alternative to ISO Form CG 20 10 11 85. The coverage provided to the additional insureds must be at least as broad as the coverage provided to the Contractor and may not contain any additional exclusionary language or limitations applicable only to the additional insureds.

Section 10.9 Subrogation and Cross Liability. The Contractor, on behalf of itself and its insurers, hereby waives any and all rights of subrogation against the additional insureds identified in Section 10.8 that otherwise might arise from the payment of any loss. With respect to such additional insureds, the waiver of subrogation shall be effective regardless of whether any additional insured: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the insurance; or (iv) has an insurable interest in any property. The CGL Policy, the CPL Policy, the CAL Policy, the CBR Policy (if required), the SAM Policy (if required), and the Excess Policy (if authorized) shall each provide or be endorsed to provide: (i) a waiver of the insurer's rights of subrogation against each additional insured and, as applicable, loss payee; and (ii) cross-liability rights (separation of insureds) for the insured and additional insured persons and entities. Each of the WC Policy and the EL Policy must be endorsed to include a waiver of the insurer's rights of subrogation against the District, the District Agents, the Architect, the Project Consultant, and the Inspector of Record. With respect to any and all subrogation claims that arise from any of the Insurance Policies: (i) the Contractor shall indemnify, defend, and hold-harmless the District, the District Agents, the District Consultants, and each of them, in accordance with Part 11 of these General Provisions; and (ii) such obligation shall survive completion of the Project, final payment to the Contractor pursuant to Section 9.9 of these General Provisions, and termination of the Contract.

Section 10.10 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be solely responsible and liable for paying any and all premiums and other costs incurred in obtaining and maintaining the Insurance Policies, including, without limitation, any and all renewal premiums. Subject to written approval by the District, which approval the District shall not unreasonably deny or condition,

one or more of the CGL Policy, the CAL Policy, and, if applicable, the CBR Policy may be subject to deductibles or self-insured retentions. Upon reasonable request of the District, the Contractor shall either: (i) cause any such deductible or self-insured retention to be reduced or eliminated; or (ii) obtain and provide to the District a bond or bonds guaranteeing payment of the deductible or self-insured retention, together with any losses and related investigations, claims, administrative and legal costs and expenses. Each Certificate of Insurance (defined in Section 10.11 of these General Provisions) that evidences any such insurance policy must specify any and all deductibles applicable to the policy. The Contractor shall be solely responsible and liable for any and all such deductibles and self-insured retentions. However, each insurance policy subject to any deductible or self-insured retention shall provide, or be endorsed to provide, for payment or satisfaction of the deductible or self-insured retention by the District in the event of the Contractor's insolvency or inability to otherwise pay or satisfy the deductible or self-insured retention. The Contractor shall indemnify, defend, and hold-harmless the District, the District Agents, the District Consultants, and each of them, in accordance with Part 11 of these General Provisions, with respect to any and all claims arising from such premiums, deductibles and/or self-insured retentions.

Section 10.11 Evidence of Coverage. Prior to expiration of the Return Period, the Contractor shall provide, to the District, a certificate of insurance evidencing that each Insurance Policy required pursuant to the Special Provisions and this Part 10 is in effect and complies with all requirements of the Special Provisions and this Part 10 (each a "Certificate of Insurance"). Each Certificate of Insurance must: (i) be executed by a duly authorized officer, agent or other representative of the insurer; (ii) include an original handwritten signature of the insurer's representative, not a stamped or printed signature; and (iii) must certify the names of the insured, any additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. The Contractor must provide to the District an updated Certificate of Insurance for each renewal of an Insurance Policy not less than thirty days prior to any expiration of the Insurance Policy. Each renewal and replacement of any Insurance Policy that is permitted by these General Provisions to be written on a "claims made" basis must have a retroactive date that is prior to the date the Contractor was initially required to have such insurance policy in effect pursuant to this Part 10. In each case that a Certificate of Insurance sets forth language to the effect that it "does not amend, extend or alter the coverage" of the Insurance Policy, or that the coverage available pursuant to the Insurance Policy "is subject to all of the terms, exclusions, and conditions of the policy," then, notwithstanding Section 10.13 of these General Provisions, and as a condition precedent to commencing the Work, the Contractor shall provide to the District a certified copy of the Insurance Policy and all associated endorsements, riders, *et cetera*.

Section 10.12 Mandatory Notice from Insurer of Change in Coverage. Each Insurance Policy and associated Certificate of Insurance must require or be endorsed to require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of the Insurance Policy, or, in the case of any cancellation for non-payment of premium, not less than ten days prior to cancellation. Language in any Insurance Policy or Certificate of Insurance to the effect that the insurer shall "endeavor" to provide such notice, or to the effect "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable.

Section 10.13 District Review and Approval of Insurance Policies. Within the time(s) required pursuant to, as applicable, Section 10.2, Subsection 10.4.5.1 and Subsection 10.4.5.2 of these General Provisions any required Insurance Policy to be in effect, the Contractor must provide to the District a certified copy of such Insurance Policy and all associated Certificates of Compliance, endorsements,

riders, *et cetera*. Each Insurance Policy and associated other documents shall be subject to review and approval by the District in regard to compliance with the requirements of this Part 10. No such review by the District, and no failure by the District to undertake any such review, shall be deemed or construed to be an assumption of liability by the District or to constitute a waiver of any non-compliance by the Contractor with the requirements of this Part 10.

Section 10.14 Additional Required and/or Optional Insurance. In addition to maintaining in effect all other insurance coverage required pursuant to this Part 10, the Contractor, at all times during the performance of the Work and as otherwise required by law, shall obtain or otherwise have in effect any and all other insurance coverage that the Contractor is required to maintain in accordance with applicable laws, regulations and/or other governmental requirements. The Contractor also may obtain or otherwise have in effect any and all other insurance coverage that the Contractor determines is necessary in light of prudent business practices, including, without limitation, coverage in excess of any amount(s) required pursuant to the Contract. The Contractor shall be responsible for obtaining its own insurance coverage for tools, equipment and materials not intended to be incorporated into the Work or the Project. The Contractor shall be solely responsible for any and all premiums, deductibles, self-insured retentions, losses, *et cetera* attributable to any additional required and/or optional insurance coverage described in this Section.

Section 10.15 Subcontractor Insurance. The Contractor shall require in each Subcontract that the Subcontractor also obtain and maintain insurance coverage consistent with the Insurance Policies required pursuant to this Part 10. However, if the Special Provisions do not specify lesser per-occurrence and/or aggregate limit(s) for any particular Subcontractor's coverage, the District, in its reasonable discretion, may approve lesser limit(s) if consistent with a limited scope of work and limited potential for loss attributable to that Subcontractor's work, as justified by information provided to the District. The Contractor shall be responsible for ensuring that any and all Subcontractors are insured in accordance with this Part 10, or as otherwise approved by the District, and for providing all documentation of the Subcontractors' insurance coverage (i.e., Insurance Policies, Certificates of Insurance, *et cetera*) to the District within the time(s) required pursuant to this Part 10. To the extent required pursuant to Part 11 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the District Agents, the District Consultants, and each of them, with respect to any and all claims arising from the failure of any Subcontractor to obtain and maintain the insurance required pursuant to this Part 10. All Subcontractor insurance coverage shall be subject to review and approval as described in Section 10.13 of these General Provisions.

Section 10.16 Compliance with Safety Programs. The Contractor, and each Subcontractor, materialman, and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, must at all times comply with the requirements of any and all applicable Safety Programs, insurer's property protection or conservation recommendations, *et cetera*, in order to assist in minimizing claims, damages and losses in connection with the Work and the Project.

Section 10.17 Failure to Maintain Required Insurance. If the Contractor or any Subcontractor fails to maintain any required Insurance Policy in full force and effect consistent with the requirements of this Part 10, the District may purchase or otherwise obtain such insurance, and the District shall deduct the cost thereof from one or more Progress Payments, without recourse by the Contractor.

Section 10.18 Insurance Coverage Not a Limitation on Liability. The requirements set forth in this Part 10, including, without limitation, the types and limits of insurance coverage specified, are not intended to and shall not in any manner be deemed or construed to limit or qualify the liabilities and

obligations otherwise assumed by the Contractor pursuant to the Contract Documents. However, insurance proceeds received by either the District or the Contractor attributable to claims or damages for which the other party is responsible shall serve to offset the responsible party's liability, on account of such claims or damages, to the party receiving the proceeds. The Contractor shall be solely responsible for paying any loss amount, or portion thereof, that is subject to an applicable deductible or self-insured retention requirement.

PART 11. INDEMNIFICATION OF DISTRICT AND OTHERS

Section 11.1 Indemnification of District and its Representatives. Subject to the provisions of Section 11.4 of these General Provisions, the Contractor shall indemnify, defend, and hold-harmless the District, Architect, Project Manager, and Inspector of Record, and each of them individually (each a "District Indemnitee") from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, expenses (including, without limitation, attorneys' fees), and other liabilities of any nature: (i) arising from personal injury (including death) or property damage that occurs in connection with the performance of the Work by the Contractor or any Subcontractor or other person or entity; (ii) arising from any act or omission by the Contractor or any Subcontractor, materialman or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work; and (iii) as expressly required pursuant to these General Provisions and other Contract Documents. Without limiting the foregoing, the Contractor shall be required to indemnify, defend and hold the District Indemnitees harmless from and against all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, expenses and/or other liabilities arising from, among other things: (i) loss of use of any property; (ii) any failure or alleged failure by the Contractor or any Subcontractor or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work to comply with the Contract Documents or any applicable law, ordinance, rule, regulation or other governmental requirement; (iii) any other loss, damage, expense, *et cetera*, sustained by any person or entity in connection with the performance of the Work; (iv) any dispute between the Contractor and any Subcontractor, materialman, surety, or other person or entity, including, without limitation, any payment, stop notice, or lien disputes; (v) any breach or alleged breach of any express or implied warranty by the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, or other things in connection with the Work; and (vi) infringement or alleged infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless specifically stated otherwise in the Contract Documents

Section 11.2 Contractor Defense of District and its Representatives. The Contractor, at its sole cost and expense, shall defend each and every claim, demand, action, and other proceeding within the scope of Section 11.1 of these General Provisions initiated against any District Indemnitee, regardless of whether the District Indemnitee may be the sole party named in the claim, demand, action or other proceeding. Any such defense must be conducted by knowledgeable and experienced legal counsel selected and retained by the Contractor at its cost. If the District or any of its officers, employees, or agents is named in any claim, demand, action or other proceeding, the defense counsel must be reasonably acceptable to the District. Without limiting anything else in any indemnity provisions of the Contract, the Contractor shall also pay the full cost to the District of the monitoring of, and, if necessary, the participation in, the defense of any District Indemnitee by the District's legal counsel. Without jeopardizing or compromising any of its other rights pursuant to Section 11.1 of these General Provisions or other provisions of the Contract, the District may settle any claim, demand, action or other legal proceeding on terms determined by the District Board to be reasonable and in the best interests of the District and/or any District Indemnitee. As part of its obligations pursuant to Section

11.1 of these General Provisions and this Section 11.2, and with respect to any claim, demand, action or other proceeding within the scope of such Sections, within thirty days of receiving an invoice from the District, the Contractor shall reimburse the District for any and all: (i) judgments paid by the District; (ii) amounts paid by the District in settling such claim, demand, action or other proceeding; and (iii) any other legal or other costs and expenses reasonably incurred by the District in connection with such claim, demand, action or other proceeding. If the Contractor fails to pay any such amount(s) within the required time, the unpaid amount(s) shall accrue interest at the legal rate.

Section 11.3 Indemnification of Officers, Employees, and Agents of District Indemnitees. For purposes of each and every obligation of the Contractor set forth in these General Provisions and other Contract Documents to indemnify, defend and/or hold-harmless any other party, the reference to the other party shall be deemed and construed to also be a reference to that party's board members, directors, officers, employees, and agents. Without limiting the foregoing, each and every obligation of the Contractor set forth in these General Provisions and other Contract Documents to indemnify, defend, and/or hold-harmless the District shall be deemed and construed to also be a reference to the District Agents, and each of them.

Section 11.4 Limitation on Contractor Indemnification Obligations. Notwithstanding anything to the contrary, the Contractor shall not be responsible or liable pursuant to Sections 11.1, 11.2 or 11.3 of these General Provisions, or any other indemnification provisions set forth in the Contract Documents, to the extent that a claim, demand, action, other proceeding, lien, judgment, damage, loss, cost, expense, or other liability is attributable to the active negligence, sole negligence, or willful misconduct of the District, in which event the District and the Contractor shall be responsible and liable on a comparative liability basis.

Section 11.5 Contractor Must Ensure Subcontractors Indemnify District. The Contractor must include provisions in each Subcontract requiring that the Subcontractor also indemnify, defend and hold-harmless the District Indemnitees to the same extent required of the Contractor pursuant to this Part 11.

Section 11.6 Survival. With respect to acts, omissions, and incidents that occur prior to final completion of the Project, the Parties' respective rights, obligations, and liabilities pursuant to this Part 11 shall survive completion of the Project, final payment to the Contractor pursuant to Section 9.9 of these General Provisions, and termination of the Contract.

PART 12. BOND REQUIREMENTS.

Section 12.1 Payment Bond. Concurrent with execution and delivery of the Contract, the Contractor must deliver to the District a "Payment Bond" in the form included in the Required Contract Forms, which shall have been duly executed by the Contractor and a Qualified Surety (defined in Section 12.3 of these General Provisions). The payment bond must have a penal sum equal to one hundred percent of the Contract Amount, and shall be exclusive of any obligation under the performance bond required pursuant to Section 12.2 of these General Provisions. The District shall not be required to issue any payment whatsoever to the Contractor pursuant to the Contract unless and until the District has received and approved such payment bond.

Section 12.2 Performance Bond. Concurrent with execution and delivery of the Contract, the Contractor shall deliver to the District a "Performance Bond" in the form included in the Required Contract Forms, which shall have been duly executed by the Contractor and a Qualified Surety. The

performance bond must have a penal sum equal to one hundred percent of the Contract Amount, and shall be exclusive of any obligation under the payment bond required pursuant to Section 12.1 of these General Provisions. The District shall not be required to issue any payment whatsoever to the Contractor pursuant to the Contract unless and until the District has received and approved such performance bond.

Section 12.3 Surety Qualifications. The payment and performance bonds required pursuant to Sections 12.1 and 12.2, respectively, of these General Provisions each must have been executed and issued by a surety that satisfies the requirements of this Section. The surety must be an "admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120. In order to ensure that the surety is an "admitted surety insurer," the Contractor must attach to such bonds either of the following documents as required by California Code of Civil Procedure Section 995.311: (i) a copy of information printed from the website of the California Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the County Recorder confirming that the surety is an admitted surety insurer. The surety that issues the performance bond must have a current A.M. Best Company "financial strength rating" of not less than "A-" (A minus) and a "financial size category" of not less than "VIII." A surety that meets the requirements of this Section shall be deemed to be a "Qualified Surety" for purposes of the Contract. If either or both of the payment bond or performance bond submitted by the Contractor was not executed and issued by a Qualified Surety, the Contractor, within forty-eight hours of notice from the District Representative and prior to commencing the Work, must submit a replacement bond or bonds that satisfy the requirements of this Section, and if the Contractor fails to submit such replacement bond(s), the Contractor shall be deemed in material breach of the Contract. The foregoing requirement to provide a replacement payment or performance bond shall also be applicable in the event the surety, during the course of construction of the Project, loses its status as an "admitted surety insurer" as defined in Code of Civil Procedure Section 995.120.

Section 12.4 Increase in Bond Penal Sum. In the event the Contract Amount is increased in accordance with the Contract, the Contractor, upon request of the District, shall promptly cause the amount of the payment and performance bonds to be correspondingly increased and shall promptly deliver satisfactory evidence thereof to the District. If the Contractor fails to provide to the District any bond required pursuant to the Contract, the District, in its sole discretion, may terminate the Contract for cause.

Section 12.5 Sufficiency of Bonds. If, in the reasonable opinion of the District, either or both of the payment bond or performance bond required pursuant to this Part 12, or the surety issuing either or both of such bonds, is or becomes insufficient or unsatisfactory, the Contractor shall renew or replace such bond within forty-eight hours of notice from the District Representative, and any failure by the Contractor to do so shall be deemed a material breach of the Contract.

PART 13. SUSPENSION OR TERMINATION.

Section 13.1 Suspension of Work by District. The District, in its sole discretion, may at any time suspend performance of the Work and/or the Project by giving written notice to Contractor, and the suspension shall be effective upon receipt of such notice by the Contractor. Upon receipt of such notice, the Contractor shall immediately commence the process of suspending the Work, making safe any work in progress but otherwise taking steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay the Contractor for all Work adequately performed up to the effective date of such suspension and for work reasonably required to eliminate

safety hazards. Contractor shall resume its Work on the Project within twenty calendar days following written notice from the District to further proceed with Work on the Project.

Section 13.2 Termination for Convenience.

Subsection 13.2.1 Grounds for Termination. The District, in its sole discretion, and without need for cause, may at any time terminate the Contract, or any portion thereof, by giving written notice to the Contractor, and such termination shall be effective upon receipt of such notice by the Contractor. Upon receipt of such notice, the Contractor shall immediately commence the process of terminating the Work, making safe any work in progress, and otherwise taking reasonable steps to cease further progress on the Project.

Subsection 13.2.2 Compensation to Contractor. In the event of termination pursuant to this Section, and subject to the Contractor having provided, in accordance with the progress payment provisions of the Contract, documentation that reasonably substantiates its costs, the District shall pay to the Contractor: (i) compensation, consistent with the Schedule of Values and other provisions of the Contract, for all Work performed in accordance with the Contract prior to the effective date of the termination for convenience; (ii) reasonable costs of demobilization if and to the extent construction work has already commenced at the Project Site; (iii) compensation for work, as agreed by the District in advance, reasonably required to eliminate or mitigate safety hazards associated with incomplete portions of the Work; and (iv) a reasonable amount for pre-construction activities specifically related to the Project, if construction work has not commenced at the Project Site, including without limitation, costs of payment and performance bonds purchased by the Contractor, and unabsorbed home-office overhead attributable to the period between issuance of the Notice to Proceed and the effective date of the termination. In the event of a termination pursuant to this Section, and except as provided above in this Subsection, the Contractor shall in no event be entitled to compensation attributable to: (i) profits, overhead or general conditions costs attributable to any construction work that was not performed in accordance with the Contract prior to the effective date of the termination; (ii) costs asserted to be attributable to the Contractor entering into the Contract and, therefore, having lost or foregone the opportunity to contract for other work; or (iii) delay damages asserted to be attributable to any period after the effective date of the termination.

Subsection 13.2.3 Continuing Obligations. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from: (i) Work performed prior to the termination; and (ii) demobilization from the Project Site.

Section 13.3 Termination for Cause.

Subsection 13.3.1 Breach Events. Each of the following events shall be deemed a breach by the Contractor of its obligations pursuant to the Contract (each a "Breach Event"):

(i) Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency;

(ii) As reasonably determined by the District, the Contractor refuses or fails to provide a sufficient number of properly skilled workmen or the proper equipment, materials, supplies, and/or other things as are necessary for timely and/or proper completion of the Work;

(iii) Contractor fails to promptly pay subcontractors, suppliers, or others for labor, materials, services, or other things provided in connection with the Work;

(iv) Contractor or any of its subcontractors fail to comply with any laws, ordinances, or reasonable instructions of the District;

(v) Contractor or any of its subcontractors fail to construct any portion of the Project in accordance with requirements and standards applicable to the Work, including, without limitation, applicable standards of quality and/or precision; and

(v) Contractor or any of its subcontractors otherwise fail to comply with any material provision of the Contract.

Subsection 13.3.2 Opportunity to Cure. If a Breach Event occurs, the District may serve notice on the Contractor and its surety(ies) that describes in reasonable detail the breach by the Contractor ("Notice of Breach"). The Contractor shall have forty-eight hours after service of any such Notice of Breach to cure the Breach Event specified in the Notice of Breach or to make arrangements satisfactory to the District for cure of the Breach Event. With respect to such 48-hour cure period, the 48-hour period shall be deemed and construed not to include hours of any day (commencing at midnight and ending the following 11:59 p.m. Pacific time) that is a Saturday or Sunday, or an official federal or State of California holiday on which no Work was performed. Notwithstanding the foregoing, in the case of a Breach Event pursuant to clause (i) of Subsection 13.3.1 of these General Provisions, the Contractor shall have thirty days to cure or make arrangements satisfactory to the District for cure of the Breach Event.

Subsection 13.3.3 District Remedies for Failure to Cure. Upon failure of the Contractor to cure or make satisfactory arrangements for cure of a Breach Event in accordance with Subsection 13.3.2 of these General Provisions, the District, in its sole discretion, may elect to: (i) take such actions as, in the District's opinion, are necessary to correct, cure, or otherwise address the Breach Event -- including, without limitation, supplementing the Contractor's workforces and/or contracting for any (or any additional) inspection, quality control, or other personnel -- and deduct the cost of such actions from any amounts due or to become due to Contractor pursuant to the Contract; (ii) terminate the Contractor's right to perform the Work by giving written notice of termination to the Contractor and the surety that issued the Contractor's Performance Bond; and/or (iii) take one or more other actions as permitted by the Contract or applicable law. In the event the District terminates the Contractor's right to perform the Work, and subject to the requirements specified in clause (ii) of Subsection 13.3.4 of these General Provisions, the surety shall have the right to take over and perform the Contract. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law, for: (i) any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination; and (ii) costs of completing the Work in excess of the Contract Amount, as provided in Subsection 13.3.4 of these General Provisions.

Subsection 13.3.4 Effect of Termination for Cause. In connection with a termination of the Contractor's right to perform the Work, the District shall be entitled to withhold and retain from any payment due to the Contractor all amounts necessary to offset any costs, expenses (including, but not limited to, attorneys' fees), losses and/or damages incurred by the District as a result of the termination for cause. If the remaining amounts potentially payable to the Contractor pursuant to the Contract are insufficient to offset such costs, expenses, losses and/or damages, the Contractor and/or its performance bond surety shall reimburse the District for the uncompensated balance of such costs, expenses, losses and/or damages, including, without limitation, any uncompensated costs to complete the Work. The District's rights pursuant to the Contract are in addition to, and not in lieu of, any other

rights or remedies available to the District in the event of a termination for cause. In addition, the following provisions shall also apply in the event of a termination, pursuant to this Section 13.3, of the Contractor's right to perform the Work:

(i) The Contractor shall not be entitled to any (or any further) compensation until satisfactory completion and acceptance by the District of all of the Work.

(ii) The District shall give written notice of a termination pursuant to this Section 13.3 to both the Contractor and the Contractor's performance-bond surety.

IF THE SURETY DOES NOT (i) GIVE THE DISTRICT WRITTEN NOTICE OF SURETY'S INTENTION TO TAKE OVER AND COMMENCE PERFORMANCE OF THE CONTRACT WITHIN TEN DAYS OF RECEIPT OF THE NOTICE OF TERMINATION AND/OR (ii) COMMENCE PERFORMANCE OF THE WORK AT THE PROJECT SITE WITHIN THIRTY DAYS AFTER RECEIPT OF THE NOTICE OF TERMINATION, THEN THE DISTRICT MAY ELECT TO TAKE OVER AND PROCEED TO COMPLETE THE WORK, BY SEPARATE CONTRACT OR BY ANY OTHER MEANS OR METHOD THE DISTRICT DEEMS APPROPRIATE, INCLUDING, WITHOUT LIMITATION, PERFORMANCE OF SOME OR ALL OF THE WORK USING ITS OWN FORCES.

If the District elects to take over the Work in accordance with the foregoing, it shall be for the account of and at the expense of the Contractor, and the Contractor and its surety shall be liable to the District for costs thereby incurred by the District that are in excess of any remaining portion of the Contract Amount that otherwise would be payable to the Contractor.

(iii) In the event the District elects to take over the Work, the District may, without liability for doing so: (1) exclude the Contractor from, and take possession of, the Work and the Project Site; (2) take possession of all materials, tools, equipment and appliances located at the Project Site and use them in connection with completion of the Project; (3) procure, upon such terms and in such manner as it may determine appropriate, services required to complete the Work; (4) require that the Contractor provide to the District any and all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of the Contract; and (5) complete the affected portion(s) of the Project by whatever means and methods the District may deem to be in its best interests, including, but not limited to, calling upon Contractor's surety to issue payment(s) to the District and/or its contractor(s).

(iv) In the event the District takes over and satisfactorily completes the Work, if the unpaid balance of the Contract Amount exceeds the cost to the District of satisfactorily completing the Work, including, without limitation, compensation for any additional architectural, managerial and/or administrative services needed as a result of the Contractor's breach, such excess shall be paid to the Contractor (or to the surety if the District has received documentation reasonably evidencing an assignment of funds to the surety) after satisfactory completion and acceptance of the Work by the District less any amounts attributable to any stop payment notices and amounts withheld by the District in accordance with applicable law or the Contract. If the cost to the District of satisfactorily completing the Work is greater than the unpaid balance of the Contract Amount, the Contractor and its performance bond surety shall be jointly and severally responsible for paying the difference to the District within thirty days of notice from the District. In addition, the District may pursue any other recourse or remedies against the Contractor and/or its surety as may be available pursuant to law or the Contract.

Section 13.4 Termination By Contractor.

Subsection 13.4.1 Termination for Cause Only. Subject to the other provisions of this Section, the Contractor may stop the Work or initiate termination of the Contract by giving written notice to the District Representative if, through no fault of the Contractor or its employees, subcontractors or suppliers: (i) any court or government entity with jurisdiction over any portion of the Project orders or directs that all Work on the Project cease, and the Work does not recommence within sixty days after the cessation in Work commenced; (ii) the District Representative arbitrarily fails, within thirty days of receipt from Contractor of an applicable Progress Payment Application, to issue a certificate for payment for any undisputed amount(s) due to Contractor; or (iii) the District fails, within sixty days following issuance by the District Representative of a certificate of payment, to pay to the Contractor any undisputed amount specified in such certificate of payment.

Subsection 13.4.2 Cure Period. Upon receipt of any such notice from the Contractor, the District shall have fifteen days to cure or make other arrangements for cure of the matter as are acceptable to the Contractor. If the District fails within the required time period to cure or make such acceptable arrangements for cure of the matter, the Contractor may stop the Work or terminate the Contract by giving additional written notice to the District, which notice shall be effective immediately upon receipt by the District.

Subsection 13.4.3 Compensation to Contractor. In the event the Contractor stops the Work or terminates the Contract pursuant to either subdivision (ii) or (iii) of Subsection 13.4.1 of these General Provisions, the District shall be liable to the Contractor, based on documentation that reasonably substantiates the Contractor's costs, for: (i) compensation, consistent with the Schedule of Values and other provisions of the Contract, for all Work satisfactorily performed in accordance with the Contract prior to the effective date of the termination for convenience; (ii) reasonable costs of demobilization if and to the extent Work has already commenced at the Project Site; and (ii) a reasonable amount for pre-construction activities specifically related to the Project, if construction work has not commenced at the Project Site, including without limitation, costs of payment and performance bonds purchased by the Contractor, and unabsorbed home-office overhead attributable to the period between issuance of the Notice to Proceed and the effective date of the termination. In the event of a termination pursuant to the foregoing provisions of this Section, the Contractor shall not be entitled to compensation attributable to: (i) profits, overhead or general conditions costs attributable to any portion of the Work that was not satisfactorily performed prior to the effective date of the termination; (ii) "lost opportunity" costs asserted to be attributable to the Contractor entering into the Contract and, therefore, not being able to contract for other work; or (iii) delay damages asserted to be attributable to any period after the effective date of the termination.

Subsection 13.4.4 Continuing Obligations. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from: (i) Work performed prior to the termination; and (ii) demobilization from the Project Site.

PART 14. LAWS AND OTHER REQUIREMENTS.

Section 14.1 Liability for Non-Compliance with Laws. The Contractor at all times during the execution of the Work shall be and shall remain fully informed of all federal, State of California and local laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in

any way affect the performance of the Work. In addition, the Contractor at all times during the execution of the Work shall be and shall remain fully informed of all rules, regulations, orders, and other requirements of any public or private entity with jurisdiction over the Work. In performing the Work, the Contractor shall comply with, and give notices required pursuant to, all laws, ordinances, rules, regulations, and other requirements applicable to the Work as drawn and specified. The Contractor shall be liable for any violation of a law, ordinance, rule, regulation, or other requirement in connection with performance of the Work. If the Contractor observes that the Drawings and Specifications in any respect do not conform with any applicable law, ordinance, rule, regulation or other requirement, the Contractor shall promptly notify the District Representative in writing. The Contractor shall bear all liability and costs, including any fines, arising from performance of any Work that the Contractor knew or reasonably should have known was contrary to any applicable law, ordinance, rule, regulation or other requirement, and the Contractor failed to notify the District Representative of the same a sufficient time in advance of performing the Work to permit the District to investigate and resolve the discrepancy.

Section 14.2 Applicable Regulations. The performance of the Work, including all construction and the materials and equipment used in connection with or incorporated into the Work, shall, not as a limitation, conform to all applicable requirements of the regulatory provisions specified in this Section. Each of such specified regulatory provisions, as those may be amended from time to time, is hereby incorporated as an operative part of the Drawings and Specifications, and Contractor shall maintain a current copy of each at the Project Site. In the event of any conflict between the requirements of the various specified regulatory provisions, or in the event of any conflict between the requirements of the specified regulatory provisions and the requirements of any other applicable provision of law, the most authoritative requirements shall govern and nothing in the Contract Documents shall be construed to permit work that does not conform with such requirements. The Contractor shall not be entitled to additional compensation for any Changes in the Work necessary to ensure compliance with the requirements of the specified regulatory provisions, and the cost of any such Changes in the Work shall be deemed to be encompassed within the Contract Amount. The specified regulations are as follows:

(i) Title 8 California Code of Regulations (Industrial Relations), Chapter 4 (Division of Industrial Safety), Subchapter 4 (Construction Safety Orders), commencing with Section 1500.

(ii) Title 19 California Code of Regulations (Public Safety), Division 1 (State Fire Marshal), commencing with Section 1.00.

(iii) Title 21 California Code of Regulations (Public Works), Division 1 (Department of General Services), Chapter 1 (Office of the State Architect), Subchapter 1 (Safety of Construction of Public Schools), commencing with Section 1.

(iv) Title 24 California Code of Regulations (the California Building Standards Code).

Section 14.3 Provisions Deemed Inserted. Each and every provision or clause required by law to be inserted in the Contract is hereby deemed to have been inserted, and the Contract shall be interpreted and enforced as though such provisions and clauses are expressly set forth herein. If, through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon written request of either the District or the Contractor, the Contract shall be amended to make the insertion or correction. Any and all references in the Contract to laws, ordinances, rules, regulations or other requirements shall be deemed and construed to include all amendments, replacements and enactments thereto that are in effect as of the date of the Contract, as well as any later amendments thereto that do not materially alter the rights or obligations of the Parties.

Section 14.4 Equal Opportunity Employer. The Contractor represents and warrants that it is an equal opportunity employer and that it shall not, in connection with the Work, discriminate against any employee or applicant for employment in violation of any applicable federal, State of California, or local law, including, without limitation, on the basis of such person's race, religion, color, national origin, ancestry, sex, or age. Such policy of non-discrimination shall apply to all activities related to recruitment advertising, recruitment, initial employment, promotion, demotion, transfer, and layoff or termination.

Section 14.5 DVBE Participation. If the Special Provisions provide that the Contractor must comply with the provisions of this Section, then the Contractor must, following completion of the Work and as a condition to Final Payment, complete, execute, and submit to the District the "Certification Regarding DVBE Participation" form included in the Required Contract Forms.

Section 14.6 Tobacco-Free Facility. All properties and facilities owned, leased or operated by the District, including without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while on or in any District-owned or -controlled property or facility, including, without limitation, the Project Site, to smoke, chew, or otherwise use tobacco products. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave the Project Site and the Contractor shall not thereafter re-employ such person on the Project or permit such person to be present on or at the Project Site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or providing labor, materials or services related to the Work, and each shall provide a copy of this provision to its employees on the Project.

Section 14.7 Drug-Free Facility. All properties and facilities owned, leased or operated by the District, including, without limitation, the Project Site, are drug-free work places. It is strictly forbidden while on or in any District-owned or -controlled property or facility to: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance; (ii) possess or use any alcoholic beverage; or (iii) use any illegal substance which may cause significant impairment of normal abilities. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave the Project Site and the Contractor shall not thereafter re-employ such person on the Project or permit such person to be present on or at the Project Site. The Contractor shall include this provision in all contracts with subcontractors and others performing any of the Work or providing labor, materials or services related to the Work, and each, as well as the Contractor, shall provide a copy of this provision to its employees on the Project.

Section 14.8 Compliance with Labor Code Requirements. The Project is a "public works project" as defined in Section 1720 of the California Labor Code ("Labor Code") and, therefore, Part 7, Chapter 1, of the Labor Code is applicable to the Project. The Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 *et seq.* and 1770 *et seq.,* and Title 8 of the California Code of Regulations, Section 16000 *et seq*. (collectively, "Labor Laws"), which require the payment of Prevailing Wages and the performance of other acts in connection with public works projects. The Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the DIR. In any event, the Contractor, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of Prevailing Wages, maintenance, inspection and submittal of payroll records, notice and posting requirements, *et cetera.* The Contractor must ensure that any and all subcontractors working under the Contractor comply with the Labor Laws and other public works

requirements. The Contractor, at no additional cost to the District, must cooperate with the DIR, and the District in connection with Labor Law compliance matters. A contractor or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770 ("Prevailing Wages"). Wage rates shall conform to those on file at the District's principal office, which are available for review upon request, and posted at the Project Site. The District will withhold payment to the Contractor necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Contractor shall be solely responsible for compliance therewith:

(i) Section 1735: Anti-Discrimination Requirements;
(ii) Section 1775: Penalty for Prevailing Wage Rate Violations;
(iii) Section 1776: Payroll Records;
(iv) Sections 1777.5, 1777.6 and 1777.7: Apprenticeship Requirements;
(v) Sections 1810 through 1812: Working Hour Restrictions;
(vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and
(vii) Section 1815: Overtime Pay.

Section 14.9 Requirements for Payroll Records. The Contractor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and submitting or making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and Division of Apprenticeship Standards. The payroll records must be certified, maintained at the principal offices of the Contractor, and submitted or made available as required by Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are kept, including the street address, city and county, and must, within five business days, provide notice to the District of any change in such location. If the Contractor or any subcontractor fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, $100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Contractor of certified payroll records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Contractor pursuant to the Contract.

Section 14.10 Registration with DIR. If, at any time during the Project, the Contractor intends to use a subcontractor that was not listed in its bid (e.g., a subcontractor performing work costing less than one-half of one percent of the Contractor's total bid amount), then, before the subcontractor performs any work on the Project, the Contractor must provide written notice to the District that identifies the subcontractor and includes evidence that the subcontractor is properly registered with the DIR. The Contractor shall be responsible for monitoring the registration status of its subcontractors at all times during the course of the Project, and in the event any subcontractor is or becomes not duly registered, the Contractor shall: (i) prohibit the subcontractor from working on the Project; and (ii) provide written notice to the District informing the District of the subcontractor's registration status. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), then: (i) the District in its sole discretion may cancel the Contract and/or replace the Contractor or subcontractor

with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5; and (ii) the Contractor and/or subcontractor may be subject to penalties imposed by the DIR.

Section 14.12 Penalties for Violations of Labor Laws. In accordance with Labor Code Section 1775, the Contractor shall forfeit, as a penalty to the District, not more than $200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than Prevailing Wages as determined by the director of the DIR. The Contractor shall pay to each worker the difference between such stipulated Prevailing Wages and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable Prevailing Wages.

Section 14.13 Assignment of Anti-Trust Claims. In accordance with Public Contract Code Section 7103.5, the Contractor, in entering into the Contract, hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. Such assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the Parties.

PART 15. TIME FOR COMPLETION AND DELAYS IN THE WORK

Section 15.1 Time is of the Essence. Time is of the essence with respect to each time period for performance of an obligation set forth in, or to be determined in accordance with, or to be performed pursuant to, the Contract Documents. The Contractor must undertake, perform and complete all portions of the Work in strict accordance with milestones and time period(s) specified in the Master Construction Schedule as it may be modified from time to time pursuant to the Contract Documents.

Section 15.2 Normal Weather Deemed Foreseeable. Because normal seasonal weather conditions are foreseeable, the Contractor must accommodate in the proposed Master Construction Schedule the anticipated number of work days during which performance of the Work cannot occur or continue due to normal seasonal weather conditions (each a "Rain Day"). The number of Rain Days included in the Master Construction Schedule shall be determined by reference to weather data compiled by the National Oceanic and Atmospheric Administration ("NOAA") that establishes the normal seasonal weather conditions for the general location of the Project Site and the time(s) of the year(s) during which the Work will be performed. However, even if fewer Rain Days would be included in the Master Construction Schedule based on NOAA weather data, the Master Construction Schedule shall be deemed to include at least three Rain Days for each month of October and November and at least four Rain Days for each month of December, January, February and March. Notwithstanding the foregoing, Rain Days included in the Master Construction Schedule shall be deemed to apply only to the extent the performance of the Work can be adversely affected by inclement weather (e.g., sheltered work that can continue regardless of weather shall not be affected by the allocation of Rain Days), and any question regarding the allocation of Rain Days shall be directed to and resolved by the Project Consultant and the Architect.

Section 15.3 Deferred Approvals. The Master Construction Schedule shall be deemed to include any and all time required to obtain Deferred Approvals that are the responsibility of the Contractor pursuant to the Contract Documents. The Contractor must allow sufficient time to obtain all

required Deferred Approvals as necessary to avoid any adverse effect on the critical-path schedule for the Project, and the Contractor shall be deemed to have considered all possible delays and damages that might arise in connection with efforts to obtain such Deferred Approvals.

Section 15.4 Mandatory Notice of Anticipated Delay. At any time the Contractor anticipates that a delay in the performance of the Work will occur, regardless of the cause of the delay, the Contractor must immediately provide written notice of the anticipated delay to the Project Consultant ("Notice of Anticipated Delay"). A Notice of Anticipated Delay must set forth the cause(s) of the anticipated delay and be accompanied by documentation reasonably evidencing and supporting the Contractor's position with respect to the cause(s) of the anticipated delay. Upon receipt of a Notice of Anticipated Delay, the District, the Project Consultant and/or the Architect may take any such actions as reasonably may be necessary to prevent or minimize the anticipated delay. A Notice of Anticipated Delay shall in no event be deemed or construed to satisfy the requirement for, or be provided in lieu of, any Notice of Actual Delay to be provided pursuant to Section 15.5 of these General Provisions.

Section 15.5 Mandatory Notice of Actual Delay. Within five days of the beginning of any delay in the performance of the Work, regardless of the cause of the delay, and regardless of whether the delay continues to be ongoing or not, the Contractor must provide written notice of the delay to the District, the Architect, Inspector of Record, and the Project Consultant ("Notice of Actual Delay"). If the Contractor provides a Notice of Actual Delay later than five days after the beginning of a delay: (i) the Contractor shall be deemed and construed to have waived and released any right to an extension of time or to additional compensation attributable to any time more than five days prior to the date the Notice of Actual Delay is received by the District, the Architect, the Inspector of Record, and the Project Consultant; and (ii) the District may hold the Contractor responsible for any delays and/or increased costs that the District reasonably might have mitigated had the District received a timely Notice of Actual Delay. A Notice of Actual Delay must set forth the cause(s) of the delay and be accompanied by documentation reasonably evidencing and supporting the Contractor's position with respect to the cause(s) of the delay. **THE GIVING OF A NOTICE OF ACTUAL DELAY IN CONNECTION WITH A DELAY SHALL BE DEEMED AND CONSTRUED AS A MANDATORY PREREQUISITE FOR ANY EXTENSION OF TIME AND/OR ADDITIONAL COMPENSATION TO THE CONTRACTOR ON ACCOUNT OF SUCH DELAY.**

Section 15.6 Review of Facts and Circumstances Resulting in Delay. Following receipt of a Notice of Actual Delay and all related documentation, the District, the Architect, the Inspector of Record, and/or the Project Consultant will: (i) investigate the facts and circumstances relating to the delay; and (ii) may request that the Contractor provide any additional or more detailed information regarding the delay, which the Contractor shall, in each case, provide within five days of request.

Section 15.7 Requests for Additional Time and/or Compensation for Delays. The Contractor must submit each request for an extension of time and/or additional compensation on account of a delay in accordance with the provisions of the Contract Documents relating to Change Orders. The Contractor must submit such Change Order Request within fourteen days of providing the associated Notice of Actual Delay, regardless of whether the delay is then ongoing or not, and any failure to timely submit the Change Order Request shall be deemed and construed as a waiver and release by the Contractor of any rights to an extension of time and/or additional compensation on account of the delay. Each such Change Order Request must: (i) clearly specify that the Contractor is seeking an extension of time and/or additional compensation on account of a delay and in accordance with this Part 14; (ii) reference the Notice of Actual Delay (including date) previously provided in connection with the delay; and (iii) be accompanied by any additional evidentiary or supporting information not provided with the Notice of Actual Delay, that the Contractor wishes to be considered. If the Contractor fails to

provide any such additional information with the Change Order Request, the Contractor shall be deemed and construed to have waived its rights to thereafter provide any such information, except for any information substantiating and justifying the amount of time for an extension and/or the amount of any additional compensation attributable to a delay that was ongoing at the time the Contractor submitted the Change Order Request. **THE CONTRACTOR'S COMPLIANCE WITH THE FOREGOING PROCEDURAL REQUIREMENTS IN CONNECTION WITH A DELAY SHALL BE DEEMED AND CONSTRUED AS A MANDATORY PREREQUISITE FOR ANY EXTENSION OF TIME OR ADDITIONAL COMPENSATION TO THE CONTRACTOR ON ACCOUNT OF SUCH DELAY, AND FOR FILING OF A RELATED CLAIM IN ACCORDANCE WITH PART 16 OF THESE GENERAL PROVISIONS.**

Section 15.8 Change Orders Deemed Not to Cause or Create Delays. In no event shall any approved Change Order, either by itself or cumulatively with other Change Orders, be deemed or construed to create or be the cause of any delay or, unless specifically stated in such Change Order, to constitute the basis for any extension of time to perform the Work.

Section 15.9 Delays Resulting from Abnormal Weather. The Contractor shall bear the risk attributable to all normal seasonal weather conditions, including, without limitation, precipitation, temperatures, winds, amount of daylight, *et cetera*. The Contractor shall not be entitled to an extension of time to complete the Work on account of Rain Days not in excess of those determined pursuant to Section 15.2 of these General Provisions, and any such Rain Days not actually used to compensate for inability to perform the Work due to inclement weather shall be considered float for the Project. The Contractor shall be entitled to an extension of time to complete the Work only if the performance of the Work is delayed as a result of inclement weather in an amount, frequency, or duration in excess of the number of Rain Days determined pursuant to Section 15.2 of these General Provisions ("Abnormal Weather"). The District shall grant to the Contractor an extension of time for performance of the Work subject to the Contractor establishing, based on sufficient proof, that: (i) the weather conditions constituted Abnormal Weather, i.e., were in excess of "normal" Rain Days; (ii) such Abnormal Weather was the sole, direct cause of the delay; and (iii) the delay affected the critical-path activities of the Work.

Section 15.10 Extensions of Time for Performance of the Work. If the District grants the Contractor an extension of time for performance of the Work, the extension shall be proportionate to the actual delay in the performance of the Work, to the nearest half day (e.g., a half-day extension for a half-day delay). In determining if extensions of time for performance of the Work are necessary on account of a delay, the District shall consider whether portions of the Work were able to continue despite other portion(s) of the Work being delayed, and any extension of time for performance of the Work shall apply only to the portion(s) of the Work affected by the delay, not to other portions of the Work.

Section 15.11 Non-Compensable Delays. Neither the District nor any person or entity acting on its behalf shall be required to pay any additional compensation to the Contractor or shall otherwise be liable for any costs attributable to a delay (each a "Non-Compensable Delay") if: (i) the cause of the delay was beyond the control of and without the fault of the District; (ii) the delay was reasonable under the circumstances involved; or (iii) the delay was within the contemplation of the District and the Contractor. Non-Compensable Delays may include, among others, delays arising from any: (i) act of nature, including, without limitation, fire, flood, storm, earthquake or other event or condition not directly caused by any person; (ii) health-related Emergency, including, without limitation, any epidemic, pandemic, and/or quarantine; (iii) reasonably unanticipated act or omission of any governmental, quasi-governmental, or publicly regulated entity, including, without limitation, any utility company; (iv) war or any other act of a public enemy; (v) riot, insurrection or other civil disturbance or disobedience; (vi) any

strike, embargo, interruption in transportation services, or other labor-related action; (vii) act or omission of the Contractor or any of its Subcontractors, employees or agents; or (viii) act or omission by any person over whom the District has no control or for whom the District has no legal responsibility. The Contractor's sole and exclusive remedy in the event of a Non-Compensable Delay shall be to seek an extension of time for performance of the Work.

Section 15.12 District-Caused Delays. The Contractor shall be entitled to compensation from the District on account of a delay in the performance of the Work (each a "Compensable Delay") only if: (i) the District caused or otherwise was responsible for the delay; (ii) the delay was unreasonable under the circumstances involved; and (iii) the delay was not within the contemplation of the District and the Contractor. A delay shall not be considered to be a Compensable Delay to the extent the delay was caused, contributed to, or continued by the Contractor or any Subcontractor or other party or entity under the control or direction of, or otherwise performing any work or services on behalf of, the Contractor. A delay shall be considered a Compensable Delay only to the extent the delay adversely affected the performance of any portion of the Work that is a critical-path item for purposes of the Master Construction Schedule, and the District shall not be required to pay any compensation whatsoever to the Contractor (including, without limitation, any extended overhead, general-conditions costs, impact costs, and/or out-of-sequence costs) in the absence of any such adverse effect on the critical-path of the Work. For purposes of the Contract, delays within the contemplation of the District and the Contractor shall be deemed and construed to include, without limitation, delays attributable to: (i) normal seasonal weather conditions; (ii) coordination of the Work with any Work by Others; (iii) work on the Project that must be completed prior to some or all of the Work being commenced or completed; (iv) discovery of hazardous materials (including, without limitation, asbestos) if the Work or the Project involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements; (v) the location, time of year, and other conditions in which the Work is to be performed; and (vi) other matters typically attendant to construction projects of the same general type and scope as the Project. Subject to the Contractor's compliance with applicable requirements of this Part 15, and based on sufficient proof provided by the Contractor or otherwise obtained by or provided to the District, the District shall pay additional compensation to the Contractor for each Compensable Delay. Additional compensation payable to the Contractor on account of a delay for which the District is responsible may accommodate, without limitation, costs attributable to any disruption of, interference with, or need to accelerate, the Work. Any such additional compensation shall be set forth in and authorized by an applicable Change Order.

Section 15.13 Contractor-Caused Delays. The District shall be entitled to compensation from the Contractor on account of delays in the performance of the Work or performance of any Work by Others, if such delays: (i) have been caused by or are attributable to any fault or negligence of the Contractor or any employee, agent, Subcontractor or other person or entity acting on behalf of the Contractor; or (ii) arise from any failure by the Contractor to timely perform the Work in accordance with requirements of the Contract Documents. For purposes of this Section, the Contractor shall be deemed and construed to have allowed and scheduled adequate time for all activities required in connection with performance of the Work in accordance with the Contract Documents. The foregoing shall be construed to mean, e.g., that the Master Construction Schedule has taken into account and accommodated all potential delays, by governmental agencies or others having authority over Deferred Approvals or other requirements specified in the Contract Documents, in granting any approval that the Contractor is responsible for obtaining. Therefore, except as provided in this Section, the Contractor shall be deemed and construed to be at fault for, among other matters, any failure by the Contractor to timely: (i) complete any pre-construction activities for which it is responsible; (ii) obtain and provide to

the District all Surety Bonds required pursuant to the Contract Documents; (iii) obtain or otherwise have in effect all Insurance Policies required pursuant to the Contract Documents; (iv) obtain Deferred Approvals for which the Contractor is responsible pursuant to the Contract Documents; (v) schedule inspections of the Work as necessary; and/or (vi) undertake and complete the Work in strict accordance with milestones and time period(s) specified in the Master Construction Schedule as it may be modified in accordance with the Contract. The Contractor shall not be deemed to be at fault for delays resulting from any tidal waves or earthquakes in excess of 3.5 magnitude; provided that any damaged portion of the Work had been constructed or otherwise performed in accordance with the Contract Documents. Compensation payable to the District on account of a delay for which the Contractor is responsible may accommodate, without limitation, costs attributable to any disruption of, interference with, or need to accelerate, the Work or any Work by Others arising from the delay. Any such compensation to the District shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Section 15.14 No Compensation for Delays Having Concurrent Causes. Notwithstanding anything to the contrary, to the extent both the District and the Contractor concurrently cause or are otherwise responsible for a delay in the performance of the Work (i.e., both are equally and contemporaneously responsible), then neither the District nor the Contractor shall be entitled to recover additional compensation or other costs attributable to the delay.

Section 15.15 Liquidated Damages for Delay in Completing Project. The District and the Contractor hereby expressly agree that it is impracticable and extremely difficult to ascertain the actual damages and costs the District will incur on account of a delay in completion of the Project (or a phase or portion thereof) for which the Contractor is responsible. Such damages could include, among others, those arising from the District being unable to timely have exclusive possession of, or to timely commence operations of, the Project or any phase or portion thereof. Therefore, to the extent the Contractor is responsible pursuant to the Contract for compensating the District on account of a delay in completing the Project or a phase or portion thereof, the Contractor shall pay to the District the amount of liquidated damages specified in the Special Provisions for each day (or portion thereof) of such delay. The District and the Contractor each hereby expressly agree that such liquidated damages amount constitutes fair and reasonable compensation to the District for such delay, regardless of whether such amount is at any time determined not to constitute actual full-compensation. The District shall provide invoices to the Contractor for any and all liquidated damages payable by the Contractor, and: (i) the Contractor shall, in each case, pay the invoiced amount of liquidated damages within thirty days following receipt of the invoice; (ii) the District may withhold from and may deduct the liquidated damages amount(s) from, any monies due or to become due to the Contractor in accordance with the Contract, in each case that the Contractor does not timely pay any invoiced amount; and (iii) the District may pursue such other remedies as are permitted by law or the Contract. Because this Section applies only to damages incurred by the District due to delay in completion of the Project or phase or portion thereof for which the Contractor is responsible, nothing in this Section shall be deemed or construed to limit or preclude any right of the District to recover additional or other damages or costs if such right is expressly set forth elsewhere in any of the Contract Documents, including, without limitation, as provided in Section 1.4, Section 5.4, Subsection 5.32.4, Section 9.4, Section 9.8, Subsection 13.2.4, and Section 14.9 of these General Provisions. To the extent any provision in the Contract makes the Contractor liable to the District for delay damages within the scope of Public Contract Code Section 7203, that provision shall be deemed or construed to provide that such delay damages are subject to this Section 15.15.

Section 15.16 Contractor Claims Arising from Delays. **IF THE CONTRACTOR DISPUTES ANY DETERMINATION MADE BY OR ON BEHALF OF THE DISTRICT IN REGARD TO THE CAUSE OF, RESPONSIBILITY FOR, EXTENSION OF TIME ATTRIBUTABLE TO, OR ADDITIONAL COMPENSATION ATTRIBUTABLE TO, ANY DELAY IN THE PERFORMANCE OF THE WORK, THEN, SUBJECT TO THE CONTRACTOR HAVING COMPLIED IN ALL RESPECTS WITH THE REQUIREMENTS OF SECTIONS 15.4 THROUGH 15.7, INCLUSIVE OF THESE GENERAL PROVISIONS, THE CONTRACTOR MAY FILE A CLAIM IN ACCORDANCE WITH PART 16 OF THESE GENERAL PROVISIONS.**

PART 16. CLAIMS AND LEGAL PROCEEDINGS

Section 16.1 Requirements and Procedures for Filing Claims Are Mandatory. This Part 16 establishes mandatory requirements and procedures applicable to the filing by the Contractor of any and each demand for: (i) extension of time; (ii) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which the claimant is not otherwise entitled; or (iii) an amount the payment of which is disputed by the District (each a "Claim"). **IF THE CONTRACTOR FAILS TO FILE ANY CLAIM IN STRICT ACCORDANCE WITH CERTAIN REQUIREMENTS AND PROCEDURES DESCRIBED IN THIS PART 16, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

Section 16.2 Mandatory Time Limits for Filing of Claims. The Contractor must file each Claim within fourteen days of the date the Contractor first becomes aware or reasonably should have first become aware of any basis for the Claim. In addition, the Contractor must file any Claim prior to when the District issues final payment to the Contractor pursuant to Section 9.9 of these General Provisions, and the District shall reject any Claim filed thereafter as null and void. **IF THE CONTRACTOR FAILS TO FILE A CLAIM WITHIN THE PERMITTED FOURTEEN-DAY PERIOD AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

Section 16.3 Content of Claims and Substantiating Materials. Each Claim must consist of: (i) a cover letter that sets forth a summary of the basis or bases for the Claim (including, without limitation, dates of relevant occurrences, the particular persons involved or that have relevant knowledge, the specific remedy and/or compensation the Contractor is seeking, and, if applicable, the total amount of the Claim and a breakdown of the total amount into general categories of costs incurred by the Contractor); (ii) a reasonably detailed analysis of the contractual bases for the Claim (including, without limitation, identifying all provisions of the Contract Documents relevant to the Claim), the legal bases for the Claim, and any other bases or justifications for the Claim asserted by the Contractor, with cross-references to documents submitted in support of the Claim; and (iii) all documents that support the Contractor's position(s) as described in the Claim, including, by way of example and not as a limitation, any Drawings, Specifications, cost analyses, daily reports, *et cetera*. A Claim must include all information that the Contractor desires to be considered in connection with the review, analysis, and rejection or approval of the Claim.

Section 16.4 Mandatory Certification of Claims Subject to Penalty of Perjury. The Contractor must submit each Claim with a written certification by the Contractor stating that: (i) the Contractor has

reviewed the Claim and is filing it in a good-faith belief that the Contractor is entitled to the remedy and/or compensation described in the Claim; (ii) each document and item of other supporting information (whether an original or copy) submitted with the Claim is authentic (i.e., not altered or modified in any manner), accurate and complete; (iii) the Claim accurately sets forth, the total amount of the District's monetary and/or other liability for the Claim; and (iv) the Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650 *et seq.* and Penal Code Section 72. An Authorized Contractor Officer must sign each such certification under penalty of perjury and the signature must be notarized. **IF THE CONTRACTOR FAILS TO SUBMIT THE REQUIRED CERTIFICATION WITH ANY CLAIM, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

Section 16.5 Prerequisites for Filing Delay Claims. **NO CLAIM FILED BY THE CONTRACTOR THAT DEMANDS AN EXTENSION OF THE CONTRACT TIME AND/OR AN INCREASE IN THE CONTRACT PRICE BASED ON A DELAY IN THE WORK SHALL BE VALID, AND THE DISTRICT SHALL NOT BE REQUIRED TO CONSIDER ANY SUCH CLAIM, UNLESS THE CONTRACTOR DEMONSTRATES PRIOR COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 15.4 THROUGH 15.7, INCLUSIVE, OF THESE GENERAL PROVISIONS.** If the District disapproves a Change Order Request submitted in accordance with Section 13.13 of these General Provisions, the period in which the Contractor may file a related Claim shall commence upon receipt by the Contractor of notice of such disapproval.

Section 16.6 Method of Filing Claims. The Contractor must file each complete Claim (i.e., each Claim that satisfies the requirements of Sections 16.1 through 16.5, inclusive, of these General Provisions) by delivering copies of the Claim to the District, Architect, Project Consultant and Inspector of Record, via personal delivery (signature of receiving person requested) or certified or registered U.S. Mail (postage pre-paid and signature of receiving person requested).

Section 16.7 PCC Claims Procedures. The provisions of Public Contract Code Section 9204, and, to the extent applicable, Public Contract Code Section 20104 *et seq*. ("PCC Claims Procedures"), as those may be amended from time to time, shall apply to any and each Claim. The PCC Claims Procedures are incorporated herein by this reference. In summary, the PCC Claims Procedures specify requirements and procedures for filing a claim, for responding to a claim, and for disputing the response to a claim. The PCC Claims Procedures require that the claimant provide such documentation as reasonably supports the claim, and that the public agency provide to the claimant a written statement identifying the disputed and undisputed portions of the claim. The public agency must provide such response to the claimant within forty-five days after receiving the claim or, if approval of the response by the governing body of the public agency is required, then not later than three days following the next duly publicly noticed meeting of the governing body after such forty-five-day period. The PCC Claims Procedures specify additional requirements if the public agency does not timely respond or if the claimant disputes the response. In addition, the PCC Claims Procedures specify requirements for civil actions filed to resolve claims. The PCC Claims Procedures do not apply to tort claims or alter time periods for filing of tort claims in accordance with the Government Code. For additional information, the Contractor should refer to Public Contract Code Sections 9204 and 20104 *et seq*. **NOTHING IN THIS SECTION 16.7 OR IN THE PCC CLAIMS PROCEDURES SHALL BE DEEMED OR CONSTRUED TO SUPERSEDE THE REQUIREMENTS OF SECTIONS 16.1 THROUGH 16.6, INCLUSIVE, OF THESE GENERAL PROVISIONS, WHICH ARE APPLICABLE TO EACH AND EVERY CLAIM ARISING FROM THE WORK OR THE CONTRACT.**

Section 16.8 District Requests for Additional Information. Within twenty days of receipt of a Claim, the District, Architect and/or Project Consultant may request (including for purposes of the PCC Claims Procedures when those are applicable) that the Contractor provide additional information relevant to the Claim that is believed reasonably necessary or convenient for analysis or evaluation of the Claim. The Contractor shall provide such additional information as soon as reasonably possible, but in no event later than ten days after receiving the District's request.

Section 16.9 Procedures for Initial Review of Claim by Architect. The Architect, in consultation with the Project Consultant and the Inspector of Record, will review each Claim and, within twenty days after receipt of the Claim, will take one or more of the following preliminary actions: (i) request that the Contractor provide additional information pursuant to Section 16.8 of these General Provisions; (ii) if necessary due to the complexity and/or number of issues described in the Claim, provide information to the Contractor as to when the Architect anticipates being able to complete its review pursuant to this Section 16.9; (iii) recommend that the District disapprove the Claim in whole or in part, stating reasons for rejection; (iv) recommend that the District approve the Claim; or (v) suggest a compromise of the Claim. If the Architect anticipates that the review of the Claim cannot be completed within forty-five days following receipt by the District of the Claim, the District shall attempt to reach an agreement with the Contractor for an extension of the time to review the Claim. If the Contractor refuses to agree to such an extension, and the District does not otherwise respond to the Claim within forty-five days following receipt of the Claim, the Claim shall be deemed rejected. Regardless of whether a Claim is processed pursuant to the PCC Claims Procedures, the District may, but is not obligated to, notify the Contractor's surety of the nature and amount of the Claim and request the surety's assistance in resolving the Claim.

Section 16.10 District Response to Claim Following Initial Architect Review. The District's response to each Claim shall be subject to approval by the District Board. In each case, following the initial review of a Claim by the Architect, the District will provide to the Contractor within the time required by the PCC Claims Procedures, a written statement identifying the portions of the Claim that are undisputed and that are disputed. If the District determines that some or all of a Claim is undisputed, the District will prepare or obtain and process a Change Order that appropriately documents the resolution of the Claim to the extent that the Claim is undisputed. Payment of any undisputed portion of the Claim shall be made in accordance with the PCC Claims Procedures.

Section 16.11 Initiation of Informal Claim-Resolution Efforts. If the Contractor disputes the District's written statement or if the District fails to respond to a Claim within the time required by the PCC Claims Procedures, the Contractor may demand that the District meet and informally confer with the Contractor in an attempt to settle the issues remaining in dispute. Each such demand must be in writing and sent to the District by registered or certified mail, return receipt requested. In such event, the District shall schedule a mandatory meeting of the Contractor and the District, Architect, Project Consultant and Inspector of Record, to occur within thirty days following receipt by the District of the Contractor's written demand. The District and the Contractor may bring to such meeting any documents or other materials related to the basis or bases for the Claim and any individual(s) they believe necessary or convenient for purposes of such informal efforts. The individuals present at the meeting shall make good-faith efforts to resolve the Claim. If the District and the Contractor are unable to resolve the Claim during the meeting, but agree that further informal efforts would be productive, they may schedule additional meetings or discussions for purposes of continuing the efforts to resolve the Claim.

Section 16.12 Documentation of Compromise. If, following the meet and confer conference, the District and the Contractor agree to a compromise or other resolution of some or all of the disputed portion of a Claim, the Architect will prepare or obtain and process a Change Order, or the District and Contractor shall enter into another appropriate written agreement, that appropriately documents such agreement. The District, if applicable, shall pay any undisputed portion of a Claim in accordance with the PCC Claims Procedures.

Section 16.13 Architect Ruling if Claim Remains Unresolved. If, following the meet and confer conference, the District and the Contractor do not agree to a compromise or other resolution of the disputed portion of a Claim, the District will issue a written statement to the Contractor identifying the portions of the Claim that remain in dispute and that are undisputed. The District will issue its ruling within ten days of the conclusion of the informal meet and confer conference. Subject to the provisions of Section 16.14 of these General Provisions, if the Contractor disagrees with the District's statement as described in writing to the District, the portion of the Claim that remains in dispute shall be submitted to nonbinding mediation in accordance with the PCC Claims Procedures.

Section 16.14 Conditions Precedent to Initiating Subsequent Actions. With respect to each Claim, the compliance by the Contractor with the requirements of Sections 16.1 to 16.10 of these General Provisions shall be a condition precedent to initiation by the Contractor of any legal or equitable action, arbitration, or other proceeding relating to or arising from the matters addressed in the Claim.

Section 16.15 Contractor Must Continue Work While Claims Pending. Neither the existence of any dispute, nor the filing or other initiation of any Claim or related action, arbitration or other legal proceeding, shall be deemed or construed to constitute a valid basis for the Contractor to stop, delay, or change the Work. The Contractor must diligently continue with all Work as required by the Contract Documents (including, without limitation, as set forth in any Architect Field Directives) and in accordance with all milestones set forth in the Master Construction Schedule, regardless of whether: (i) any dispute exists or any Claim, action, arbitration or other legal proceeding has been filed or otherwise initiated; or (ii) the District disapproves any Claim. In the event a Claim is not resolved to the Contractor's satisfaction, the Contractor's sole remedy shall be to initiate an action or other legal proceedings as permitted pursuant to the Contract and applicable law, but only, as described in Section 16.17 of these General Provisions, after the Project has been completed or the Contract has been terminated.

Section 16.16 Resolving Disputes Through Binding Arbitration. In the event a dispute remains following compliance with the PCC Claims Procedures, the District and the Contractor may agree in writing to resolve any Claim through binding arbitration. In such event, the District and Contractor shall attempt within thirty days thereafter to agree on the arbitrator who will conduct the arbitration. If the parties cannot so agree, they shall request that the presiding judge of the Superior Court for the County of Ventura designate an arbitrator with experience in public works construction. The District and the Contractor each shall pay one-half of the cost of the arbitration. The arbitrator shall establish procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory, regulatory, administrative and decisional law that is applicable to the dispute. If a party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled, as part of its costs to be fixed by the court, reasonable attorneys' fees and expenses incurred in connection with such proceedings. The surety that issued the Performance Bond and/or Payment Bond shall be made a party to any such arbitration and shall be fully bound by any decision of the arbitrator.

Section 16.17 Resolving Disputes in Court of Competent Jurisdiction. If any Claim is not resolved in accordance with the procedures set forth in this Part 16 after compliance by the Contractor with all such procedures as required, then, except if and as limited by Public Contract Code Section 20104.4 when it applies, the Contractor may file an action in a court of competent jurisdiction in the County of Ventura seeking resolution of the Claim through bench trial. No such action may be initiated until after: (i) the entirety of the Project has been fully completed and accepted by the District Board in accordance with Subsection 5.32.6 of these General Provisions; (ii) completion of the Project has occurred as defined in Subsection (c) of Public Contract Code Section 7107; or (iii) the Contract in its entirety has been terminated prior to completion of the Project. **AS A CONDITION PRECEDENT TO THE CONTRACTOR'S RIGHT TO FILE ANY SUCH ACTION, WITHIN FIFTEEN DAYS AFTER COMPLETION OF THE PROCEDURES REQUIRED PURSUANT TO THIS PART 16 WITHOUT RESOLUTION OF THE APPLICABLE CLAIM, THE CONTRACTOR MUST PROVIDE WRITTEN NOTICE TO THE DISTRICT THAT THE CONTRACTOR THEREBY RESERVES ITS RIGHTS TO FILE SUCH ACTION.** Any statutory limitation on the period for filing of such an action shall be tolled, from the date the procedures required pursuant to this Part 16 are duly completed without resolution of the applicable Claim, until the date an action may be filed in accordance with the foregoing provisions of this Section. If a Claim for $375,000 or less remains in dispute following the procedures set forth in this Part 16, the Claim shall be resolved in accordance with the applicable provisions of Public Contract Code Section 20104.4.

Section 16.18 Neither Party's Remedies are Limited. Except as expressly stated in these General Provisions or the other Contract Documents, the rights and remedies available in accordance with the Contract are in addition to any rights and remedies available pursuant to applicable law; provided that the exercise of any and all such rights and remedies are subject to procedural requirements made applicable by this Part 16.

Section 16.19 Applicable Law and Venue. The Contract shall be construed and enforced in accordance with the laws of the State, notwithstanding any choice of law, conflict of laws, or other provision of any federal, state, or other law or governmental requirement. Any and each provision of law described or specified herein that is incorrectly described or specified shall, nonetheless, be applicable as if correctly described or specified herein. Any and each action, arbitration, mediation and other proceeding that arises from the Contract shall be initiated and conducted only in an appropriate forum located in the County of Ventura, California.

Section 16.20 Survival. The Parties' respective rights and obligations pursuant to this Part 16 shall survive completion of the Project, final payment to the Contractor pursuant to Section 9.9 of these General Provisions, and termination of the Contract.

(End of General Provisions.)