



# San Juan Unified School District Facilities Committee

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Frank Cockrell      | <input type="checkbox"/> Joshua Alvarado    | <input type="checkbox"/> Michael Roach |
| <input type="checkbox"/> Steve Ward          | <input type="checkbox"/> Zachary Morton     | <input type="checkbox"/> Vacant        |
| <input type="checkbox"/> Saul Hernandez      | <input type="checkbox"/> Paul Roy           | <input type="checkbox"/> Vacant        |
| <input type="checkbox"/> Jodi Mulligan-Pfile | <input type="checkbox"/> Griff Ryan-Roberts | <input type="checkbox"/> Vacant        |
| <input type="checkbox"/> Melinda Avey        | <input type="checkbox"/> Ryan Luttrell      |  |

**We commit to:**

- |   |   |
|---|---|
| ➤ Being responsive to the needs of students                       | ➤ Differentiating between fact and opinion                                      |
| ➤ Conducting meetings that are: Effective, Efficient and Decisive | ➤ Clearly defining and agreeing upon mission                                    |
| ➤ Focusing on solving problems                                    | ➤ Members having open minds and being creative                                  |
| ➤ Working together through the committee chair                    | ➤ Abide by Brown Act concept and principles                                     |
| ➤ Recognizing the committee's role as a recommending body         | ➤ Members being polite, respectful, and supportive of others' time and opinions |
| ➤ Being responsive to the direction of the Board as a whole       |   |

## AGENDA

Tuesday, June 2, 2026

District Office – Digital Edge – 6:30 p.m.

- |   |                                      |
|---|--------------------------------------|
| <b>I. CALL TO ORDER – 6:30 p.m.</b>   | <b>(Cockrell)</b>                    |
| <b>II. VISITOR COMMENTS*</b>  | <b>(Cockrell)</b>                    |
| <b>III. BUSINESS ITEMS</b>  |                                      |
| <b>1. Approval of the Minutes –May 5, 2026 - A</b><br><i>(Materials provided: pages 2-3)</i>              | <b>(Cockrell)</b>                    |
| <b>2. Board Member Update - R</b>   | <b>(B. Avey)</b>                     |
| <b>3. Ralph Richard Center Project Update -R/D</b>  | <b>(19six Architects/Capital PM)</b> |
| <b>4. Laurel Ruff Transitional School Project Update – R/D</b><br><i>(Materials provided: pages 4-11)</i> | <b>(JKAE/ICS)</b>                    |
| <b>5. Energy Reduction Projects – R/D/A</b><br><i>(Materials provided: pages 12-224)</i>                  | <b>(Arps)</b>                        |
| <b>6. Committee Board Report Preparation -R/D</b><br><i>(Materials provided: pages 225-226)</i>           | <b>(Camarda/Cockrell)</b>            |
| <b>IV. ADJOURNMENT – 8:00 p.m.</b>  | <b>(Cockrell)</b>                    |

A = Action; R = Report; D = Discussion

\* Public comments are welcome at Facilities Committee meetings. Each agenda allows time for visitor comments at the beginning of the meeting, as well as during consideration of specific agenda items. To give everyone a chance to be heard, we ask that you limit your comments to two minutes. To speak to the Committee, you must fill out a "Request to Address the Facilities Committee" card, which is available at each meeting. This card will be given to the Chair. You will be called at the appropriate time.

# San Juan Unified School District

## Facilities Committee



Frank Cockrell

Steve Ward

Saul Hernandez

Jodi Mulligan-Pfile

Melinda Avey

Joshua Alvarado

Zachary Morton

Paul Roy

Griff Ryan-Roberts

Ryan Luttrell

Michael Roach

Vacant

Vacant

Vacant

**We commit to:**

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- Abide by Brown Act concept and principles
- Members being polite, respectful, and supportive of others' time and opinions

## MINUTES

Tuesday, May 5, 2026

District Office Board Room - 6:30 p.m.

### I. CALL TO ORDER – 6:30 p.m.

(Cockrell)

The meeting was called to order at 6:37 p.m. by Mr. Cockrell.

### II. VISITOR COMMENTS\*

(Cockrell)

Tiffany Hart provided comments regarding Carmichael Elementary School, special education classrooms, and site furniture.

Barbara Dugal commented on the preparation of the committee's board report and inquired about when the report would be presented.

### III. BUSINESS ITEMS

#### 1. Approval of the Minutes –April 7, 2026 - A

(Cockrell)

*(Materials provided: pages 2-3)*

It was moved by Mr. Hernandez and seconded by Mr. Roy to approve the minutes. The vote passed unanimously, with Mr. Ryan-Roberts abstaining.

#### 2. Board Member Update - R

(B. Avey)

Mr. Avey expressed appreciation for the committee's efforts and consistent attendance. He also shared details regarding the consolidation of restricted ongoing and major maintenance funds into the general fund, which occurred at the April 28, 2026, Board Meeting. He explained how this change affects the district's routine restricted maintenance fund.

A = Action; R = Report; D = Discussion

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### 3. Sylvan Middle School Project Update -R

(6DPMCM/DLR Group)

Mr. Camarda introduced Noe Lopez, Project Director of 6DPMCM, to the committee. Mr. Lopez reviewed programming efforts, cost-effective options, program areas, construction cost estimates, comparisons of stick-built versus modular buildings, and parking lot upgrades. He also presented potential layout options for new buildings and the parking lot. Mr. Lopez noted that future enrollment considerations will be incorporated into the design process. This team will return in the 2026-27 school year to provide the committee with a project update.

Committee members asked questions and provided comments, which were addressed by staff and the presenters.

Tiffany Hart commented on the parking lot design and emphasized the importance of considering equity in future enrollment planning at the school site.

### 4. Committee Board Report Preparation -R/D

(Camarda/Cockrell)

*(Materials provided: pages 4-5)*

Mr. Cockrell reviewed the draft summary of the board report with the committee and emphasized the importance of informing the Board of Education about the committee's activities, including actions taken and voting outcomes.

Mr. Camarda explained that the summary reflects all committee work completed during the current school year, with the exception of the Sylvan Middle School presentation (presented that evening) and upcoming presentations for Ralph Richardson Center and Laurel Ruff Transitional School scheduled for June 2026.

Ms. Avey suggested that the report include recognition of the committee's strong attendance and engagement.

Ms. Mulligan-Pfile recommended reminding the board of education that the committee is available to address any specific requests or areas of interest.

Mr. Hernandez noted that the board of education would be interested in how the committee voted on items (e.g., unanimous versus split decisions).

The committee will review, discuss, and revise the draft report at the next Facilities Committee meeting on June 2, 2026.

### IV. ADJOURNMENT – 8:00 p.m.

(Cockrell)

There being no further business or discussion, the meeting was adjourned by Mr. Cockrell at 7:30 p.m.

A = Action; R = Report; D = Discussion

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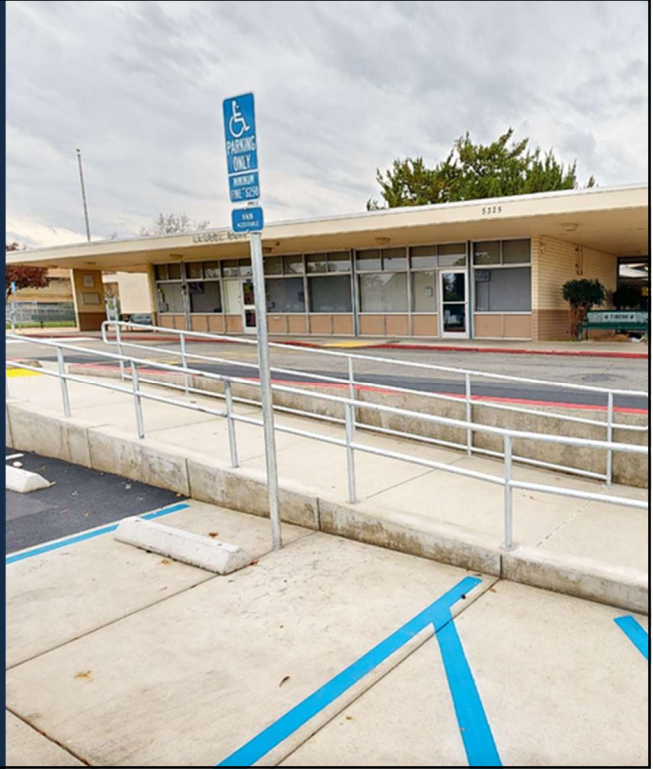


# Laurel Ruff Transitional School

Modernization Project

Board Facilities Sub-Committee  
Tuesday, June 2, 2026 · 6:30 PM

- 01 Design Evolution
- 02 Engagement Activities
- 03 DSA REH & Eligibility Pathway
- 04 Interior Lookboards — Active Vote



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# 01

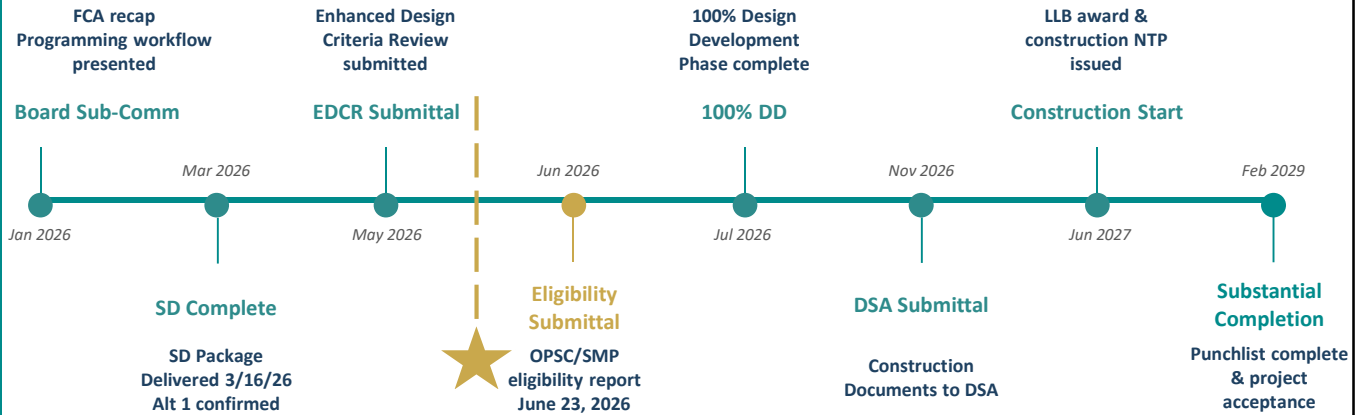
## Design Evolution

*From FMP findings to Schematic Design — the project story*



2

# Project Overview



Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



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## What We Heard — Six Design Priorities

### 01 Safety & Circulation

Separate bus/parent drop-off lanes; 75-space parking target; ADA-compliant paths throughout.

### 02 Perimeter Security

Non-climb fencing, controlled entry, camera upgrades — consistent priority across all groups.

### 03 Flexible Instructional Spaces

Classrooms must support whole-group, small-group, and 1:1 simultaneously. Collab/flex nodes address pull-out gaps.

### 04 Multipurpose Room

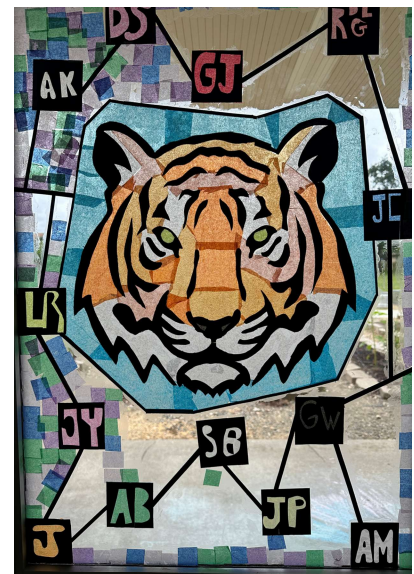
Central to daily campus life: PE, lunch, Special Olympics, performances. AV, storage, and sports floor upgrades needed.

### 05 Outdoor Learning

Shaded seating, accessible paths, sensory garden, and tricycle track — outdoor space is core to the ILS program.

### 06 Interior Design & Identity

Staff and students want color, warmth, and spaces that reflect community pride. Interior voting is active today.



Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



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# What This Campus Has Become

Laurel Ruff was designed in 1962. The program it serves today looks nothing like the campus it was built for.

**Students Served**

# ~156

Ages 18–22  
Transition-Age Special Ed

**Total Staff**

# 82

46 Instructional Assistants  
15 Certificated Teachers

**Campus Age**

# 63 yrs

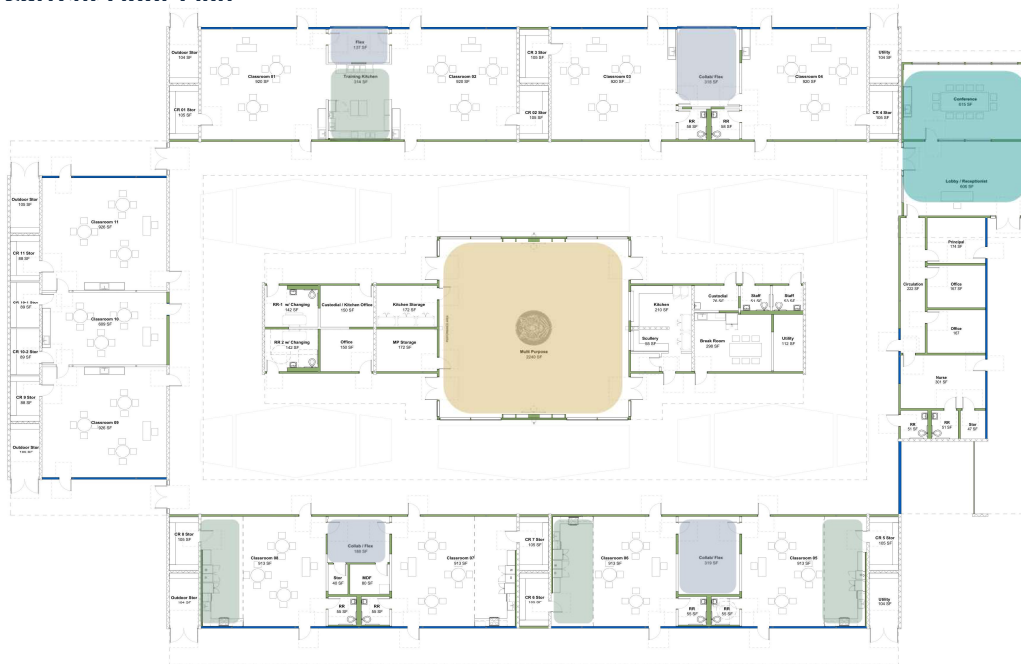
Original 1962 construction  
DSA App. 22097

**The Critical Gap**

Since the original 1962 construction, the ratio of instructional assistants and support staff to students has grown dramatically. The campus was never designed for the collaborative, 1:1 intensive instruction model that an ILS program demands. Staff have no dedicated space to prepare, debrief, or conduct pull-out sessions. Every square foot of the existing campus is being used in ways it was never intended for.



## Current Floor Plan



- **Admin Addition**  
New Lobby 606 SF  
Conference 615 SF
- **MP Room**  
2,240 SF  
Fully refreshed
- **Life Skills Kitchens**  
4x residential  
1x vocational
- **Collab / Flex Nodes**  
4 locations  
318–321 SF each



# Scope of Work *Full facility refurbishment — all interventions from structural through finishes*

### Structural Rehabilitation

Seismic lateral system — shear walls, foundations, load-path connections throughout

### Exterior Walls & Windows

Full storefront replacement, new curtainwall glazing, weather barrier and insulation

### Roofing

Complete reroof — new membrane, insulation, sheet metal, and drainage

### Plumbing

ADA-compliant restrooms and changing rooms, new domestic water and sanitary mains

### Fire Suppression

Full wet-pipe fire sprinkler system with structural support throughout all buildings

### HVAC / Mechanical

New RTUs, all new ductwork, controls, and ventilation to Title 24 standards

### Electrical Infrastructure

New service, panels, branch circuits, lighting, and occupancy controls campus-wide

### Fire Alarm / Voice EVAC

Complete EVACS replacement — addressable FA system, speakers, strobes, pull stations

### Technology & Data

New low-voltage infrastructure — data, AV, security cameras, and intercom systems

### Flooring & Finishes

All new interior flooring, wall finishes, ceilings, and paint throughout

### Accessible Path of Travel

ADA site upgrades — accessible routes, drop-off, ramps, signage, and parking

### Staff Areas

Updated staff offices, workrooms, and modernized break room

### Site & Hardscape

Exterior pathways, courts, landscaping, and site lighting

### Outdoor Learning Areas

Covered outdoor classrooms, shade structures, and upgraded outdoor learning courts



# 02

## Engagement Activities

*Community outreach · Staff coordination · What we heard*



## Outreach & Coordination — Dec 2025 to date

*Seven documented engagement events shaping the design*

Date	Meeting	Attendees	Key Topics
Dec 17, 2025	Day in the Life / Campus Walk	SJUSD, JKAE, WCE	Program assumptions, ILS observation, site conditions
Jan 6, 2026	Facilities Sub-Committee	SJUSD, ICS, JKAE	FCA recap, programming workflow, schedule confirmed
Jan 26, 2026	District Coordination x3	Food Svcs, SPED Admin, Tech Svcs	Kitchen standards, transition program, AV/security
Feb 9–23, 2026	Staff Survey + Feedback	Campus Staff	Survey results validated against FMP priorities
Mar 5, 2026	Community Meeting	Staff, Parents, Community, ICS	Parking, MP improvements, security, interior design input
Mar 25, 2026	CAC Meeting	Community, SJUSD, ICS, JKAE	Project Update
June 2, 2026	Facilities Sub-Committee	SJUSD, ICS, JKAE	Project Update

Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



# 03

## DSA REH Process & Eligibility Pathway

*Structural approach confirmed · OPSC/SMP reimbursement eligibility*



## DSA Seismic Rehabilitation — Process & Status

### Why Rehabilitation Is Required

#### 1962 Campus

Original construction under DSA App. 22097 — designed to codes that predate current seismic standards.

#### Cost Threshold

Alt 1 scope is expected to exceed 50% of replacement value — triggering mandatory rehabilitation under CAC §4-309(c).

#### Structural System

1962 CMU shear walls, wood framing, partial-height masonry with undersized footings. Limited redundancy relative to current code.

#### Scope of Work

Partial-height CMU walls removed. New full-height wood shear walls introduced. Foundation widening. New collectors and load-path ties.

#### Campus as One Building

All five structures are physically connected — treated as one building for DSA fee purposes and structural analysis.

✓ May 12, 2025

#### DSA Pre-App Meeting

Structural approach, EDCR format, SMP eligibility, and occupancy confirmed with Sacramento Regional Office.

✓ May 26, 2025

#### EDCR Submitted

Evaluation & Design Criteria Report — confirms ASCE 41 Tier 3 analysis approach, Risk Category III, campus as single building.

June 23, 2026

#### Eligibility Report Submittal

PR 08-03 Eligibility Report — confirms project qualifies for OPSC/SMP reimbursement funding. \$1,000 fee. DSA 4 form.

Nov 2026

#### CD Submittal to DSA

Construction Documents submitted. Condition assessment completed prior to submittal. Fire flow test required within 6 months.

Jun 2027

#### Construction Start

Targeted construction start. LLB procurement to be advertised per Public Contract Code requirements.

# 04

## Interior Lookboards

*Community vote active today · Graduation event · May 27, 2026*

Two schemes presented to students, staff, and families for selection

### MULTIPURPOSE ROOM

33 VOTES

Laurel Ruff Transitional School  
MULTIPURPOSE ROOM  
**WILD HARMONY**

TABLE & STORAGE SYSTEM  
RUBBER SPORTS FLOOR W/ MASCOT  
COLOR PALETTE  
ACOUSTIC WALL PANELS  
THEATER LIGHTING BAR EXAMPLE

JKAE

30 VOTES

Laurel Ruff Transitional School  
MULTIPURPOSE ROOM  
**SPIRIT SQUAD**

TABLE & STORAGE SYSTEM  
RUBBER SPORTS FLOOR WITH HALF COURT  
COLOR PALETTE  
ACOUSTIC WALL PANELS  
THEATER LIGHTING BAR EXAMPLE

JKAE

Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



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### LIFE SKILLS CLASSROOM

31 VOTES

Laurel Ruff Transitional School  
LIFE SKILLS CLASSROOM  
**WILD HARMONY**

CASEWORK  
MARKET CABINET - NO TRANSITION REQUIRED  
NORA RUBBER FLOORING  
COLOR PALETTE  
ACOUSTIC CEILING PANELS  
TACKABLE WALL COVERING

JKAE

16 VOTES

Laurel Ruff Transitional School  
LIFE SKILLS CLASSROOM  
**SPIRIT SQUAD**

KITCHENETTE CASEWORK  
NORA RUBBER FLOORING  
COLOR PALETTE  
TACKABLE WALL COVERING  
ACOUSTIC CEILING PANELS

JKAE

Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



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**STANDARD CLASSROOM**

**15  
VOTES**



**6  
VOTES**



Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



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**Next Steps**

**June 23, 2026**

**Eligibility Report Submittal**

PR 08-03 / DSA 4 form — OPSC/SMP reimbursement eligibility confirmed

**Spring 2026**

**Interior Voting Results**

Wild Harmony vs. Spirit Squad — community selection carried into construction documents

**Summer 2026**

**LLB RFP — In Progress**

Lease-Leaseback procurement per Public Contract Code — pre-construction NTP to follow award

**Nov 2026**

**CD Submittal to DSA**

Construction Documents — condition assessment complete, fire flow test scheduled

**Summer 2027**

**Construction Start**

Targeted construction commencement — campus operations coordination to be confirmed with SJUSD

Laurel Ruff Modernization | San Juan Unified School District | June 2, 2026



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# ENERGY REDUCTION PROJECTS – GC4217

JUNE 9, 2026

1


## WHAT IS GOVERNMENT CODE 4217?

- ▶ 4217.12. (a) Notwithstanding any other provision of law, a **public agency may enter into an energy service contract** and any necessarily related facility ground lease on terms that its governing body determines are in the best interests of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds: (1) That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases. (2) That the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract. (b) State agency heads may make these findings without holding a public hearing.
- ▶ 4217.18. The provisions of this chapter shall be construed to provide the **greatest possible flexibility to public agencies** in structuring agreements entered into hereunder so that economic benefits may be maximized and **financing and other costs associated with the design and construction of alternate energy projects may be minimized**. To this end, public agencies and the entities with whom they contract under this chapter should have great latitude in characterizing components of energy conservation facilities as personal or real property and in granting security interests in leasehold interests and components of the alternate energy facilities to project lenders.

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## GOVERNMENT CODE 4217.12 REQUIREMENTS

- ▶ Requires a two week public notice of hearing 4217.12(a)
- ▶ The Board must determine at the meeting that the work is "in the best interest" of the District 4217.12(a)
- ▶ The Board must make a finding "anticipated cost to the District will be less than the anticipated marginal cost for thermal, electrical that would have been consumed. 4217.12(a)(1)
- ▶ Board authorization of the project

**IAQ and Energy Efficiency HVAC Retrofit**   
**Phase I Project Financial Analysis**

Year	District Capital (2)	Deferred Maintenance Savings (3)	Energy Savings (1)	Annual Savings	Cumulative Savings
Construction	\$ 4,159,159	\$ -	\$ -	\$ -	\$ -
Yr 1	\$ 90,144	\$ 12,000	\$ 221,026	\$ 142,882	\$ 142,882
Yr 2	\$ 93,750	\$ 12,000	\$ 229,867	\$ 148,117	\$ 290,999
Yr 3	\$ 97,500	\$ 12,000	\$ 239,062	\$ 153,562	\$ 444,561
Yr 4	\$ 101,400	\$ 12,000	\$ 248,624	\$ 159,224	\$ 603,786
Yr 5	\$ 105,456	\$ 12,000	\$ 258,569	\$ 165,113	\$ 768,899
Yr 6	\$ 109,674	\$ 10,800	\$ 268,912	\$ 170,038	\$ 938,937
Yr 7	\$ 114,061	\$ 9,720	\$ 279,668	\$ 175,327	\$ 1,114,265
Yr 8	\$ 118,623	\$ 8,748	\$ 290,855	\$ 180,980	\$ 1,295,244
Yr 9	\$ 123,368	\$ 7,873	\$ 302,489	\$ 186,994	\$ 1,482,239
Yr 10	\$ 128,303	\$ 7,086	\$ 314,589	\$ 193,372	\$ 1,675,610
Yr 11	\$ 133,435	\$ 6,377	\$ 327,172	\$ 200,115	\$ 1,875,725
Yr 12	\$ 138,773	\$ 5,740	\$ 340,259	\$ 207,226	\$ 2,082,951
Yr 13	\$ 144,323	\$ 5,166	\$ 353,870	\$ 214,712	\$ 2,297,663
Yr 14	\$ 150,096	\$ 4,649	\$ 368,025	\$ 222,577	\$ 2,520,241
Yr 15	\$ 156,100	\$ 4,184	\$ 382,746	\$ 230,829	\$ 2,751,070
Yr 16	\$ 162,344	\$ 3,766	\$ 398,055	\$ 239,477	\$ 2,990,547
Yr 17	\$ 168,838	\$ 3,389	\$ 413,978	\$ 248,529	\$ 3,239,075
Yr 18	\$ 175,592	\$ 3,050	\$ 430,537	\$ 257,995	\$ 3,497,071
Yr 19	\$ 182,615	\$ 2,745	\$ 447,758	\$ 267,888	\$ 3,764,959
Yr 20	\$ 189,920	\$ 2,471	\$ 465,668	\$ 278,219	\$ 4,043,178
Yr 21	\$ 197,517	\$ 2,224	\$ 484,295	\$ 289,002	\$ 4,332,180
Yr 22	\$ 205,417	\$ 2,001	\$ 503,667	\$ 300,251	\$ 4,632,431
Yr 23	\$ 213,634	\$ 1,801	\$ 523,814	\$ 311,981	\$ 4,944,412
Yr 24	\$ 222,179	\$ 1,621	\$ 544,766	\$ 324,208	\$ 5,268,620
Yr 25	\$ 231,066	\$ 1,459	\$ 566,557	\$ 336,949	\$ 5,605,569
<b>Totals</b>	<b>\$ 7,913,288</b>	<b>\$ 154,870</b>	<b>\$ 9,204,829</b>	<b>\$ 5,605,569</b>	<b>\$ 5,605,569</b>

## ENERGY ANALYSIS

**NOTES**  
 (1) Utility savings escalated at 4% annually per California Energy Commission (CEC) .  
 (2) Costs beyond Year 1 are for optional ongoing energy dashboarding and management services.  
 (3) Deferred maintenance savings taken as \$300 per unit per year 1st 5 years. Decreased by 10% per year after 5 years.

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION MAKING FINDINGS ON ENERGY SAVINGS  
AND DETERMINING OTHER MATTERS IN CONNECTION WITH  
AN ENERGY SERVICES AGREEMENT**

**RESOLUTION NO. 4265**

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, San Juan Unified School District (“District”) desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

**WHEREAS**, SitelogIQ, Inc. has provided the District with analysis showing the benefits of implementing certain energy conservation measures in the District (“Analysis”), which is attached hereto as Exhibit A and made part hereof by this reference; and

**WHEREAS**, the District proposes to enter into four energy services agreement and related contract documents (“Energy Services Agreement”) with SitelogIQ, Inc., pursuant to which SitelogIQ, Inc. will design, construct, and install on District property certain energy saving improvements consisting of upgrades, modifications and replacement to HVAC units and automated controls, which will result in greater energy efficiency and cost savings for the District sites on which such facilities are located on (“Project”); and

**WHEREAS**, the sites where such energy saving improvements will be located are listed below; and

<b>Site</b>	<b>Amount</b>
Deterding Elementary School	\$1,089,163.00
Pershing Elementary School	\$2,993,792.00
Howe Avenue Elementary School	\$141,339.00
Encina High School	\$350,781.00

**WHEREAS**, the Analysis includes data showing that the anticipated cost to the district for the electrical energy provided by the Project will be less than the anticipated marginal cost to the district of electrical energy that would have been consumed by the district in the absence of those purchases; and

**WHEREAS**, the Board proposes to enter into the Energy Services Agreement substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the Superintendent reasonably deems necessary following the Board’s adoption of this Resolution; and

**WHEREAS**, pursuant to Government Code section 4217.12, this Board has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and

**WHEREAS**, the District’s proposed approval of the Energy Services Agreement is a “Project” for purposes of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation, including the following: Projects consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing use (“Class 1 Exemption; Cal. Code Regs., tit. 14, § 15301), and the Project is categorically exempt under one or more of such exemptions; and

**WHEREAS**, the Project does not involve any of the following and so are eligible for a categorical exemption as described above under CEQA Guidelines section 15300.2:

- (a) the cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) a hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) a project which may cause a substantial adverse change in the significance of a historical resource; and

\* \* \* \* \*

**NOW, THEREFORE**, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Energy Services Agreement in the form presented at this meeting are in the best interests of the District.
2. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the District for electrical energy provided by the Project under the Energy Services Agreement will be less than the

Attachment 2

anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases.

3. The Board hereby approves the Energy Services Agreement, in accordance with Government Code section 4217.12.

4. The District's Superintendent or designee is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Services Agreement as he reasonably deems necessary, and thereafter to execute and deliver the Energy Services Agreement following the Board's adoption of this Resolution. The District's Superintendent or designee is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said agreements.

5. The Project is hereby found to be exempt from the requirements of CEQA pursuant to the CEQA exemption Class 1 Exemption, as described above.

6. District staff are hereby authorized and directed to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the CEQA Guidelines, and the findings set forth in this Resolution.

The foregoing Resolution was adopted at a meeting of the Governing Board of the San Juan Unified School District on June 9, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Tanya Kravchuk, President,  
San Juan Unified School District  
Board of Education

Attest:

---

Nick Bloise, Clerk,  
San Juan Unified School District  
Board of Education



**San Juan Unified School District**  
Facilities Business Dept.

**FORM OF CONTRACT**

ARTICLE 1. AGREEMENT FOR CONSTRUCTION

This contract is contingent upon San Juan Unified School District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this **June 9, 2026** by and between the San Juan Unified School District (hereinafter referred to as "District"), and **SitelogIQ, Inc.**, an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 - SCOPE OF WORK.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **Deterding Elementary School MP HVAC Unit Replacement project #112-9390-CIP-26.**

Replace HVAC equipment, reduce the District's utility costs and operational expenses by replacing the failing HVAC equipment at **Deterding Elementary School** with new high energy efficient units identified in the HVAC scope of work below.

**Basis of Energy Engineering**

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from January 2025 through January 2026. The Baseline data takes into consideration the quantity of facilities and size; 2025/2026 building operational schedules; 2025/2026 School Calendar and 2025/2026 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, this information has been obtained from the District. Selected energy savings calculations have been performed with the help of the Energy Saving Calculators developed by California Energy Commission (CEC). Contractor has no control over engineering methodologies, formulas, and assumptions utilized by CEC in on-line Energy Saving Calculators.

Since Contractor does not control/follow the building/site operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than

Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on District inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principles for an additional fee (excluded from this Scope of Work). The District is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The District shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in future years and for trouble-free operation, District agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The District may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

### **Basis of Design**

As requested, Contractor will be replacing the existing units listed below with new high efficient equipment of equal capacity. In the absence of reliable as-built drawings, these in-kind maintenance replacements are based on the assumption that the original units have been permitted, approved and installed per DSA standards and regulations and have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms, or any pre-existing supports, electrical, gas & condensate drain connections, weather proofing/roofing systems and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on energy efficiency and economic viability. These in-kind maintenance replacements of the failing equipment do not alter or affect primary or secondary structural framing members. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement of HVAC units. According to State of California Division of State Architect Office of IR A-22 (Issued on 2/3/2026), IR 11B-6 (Revised on 05/27/21) and applicable Sections 17280-17316 of the California Education Code, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only. These maintenance in-kind replacements of the failing equipment do not affect the usability of the facilities and are not structural in nature. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise, a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required. Contractor will use the current 2025 Title-24, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

**Scope of Work**

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Provide and install new package HVAC units listed below. As applicable, new equipment will be provided with or ready for installation of MERV-13 filters. New roof top equipment will have louvered hail guard/coil protection.
- Provide and install economizers as required.
- Provide sheet metal transitions and adapter curbs as required to connect new units to existing openings.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical services to new equipment, replace disconnects as required.
- Upsize the breakers and wiring for the Bard units serving the Library, RM 25 & RM 26 if required, to support the installation of the new units.
- Replace existing seal tight electrical conduits with new.
- Reconnect existing galvanized condensate lines and rework the P-Traps as required to meet district standard detail. All unit connections will have a Schedule 80 PCV nipple before connection to the galvanized piping to protect factory condensate pan.
- Provide (72) district standard anchored roof blocks. This equates to (3) per roof top unit being replaced. NOTE: the existing condensate blocking at the eaves to remain as-is.
- Provide and install (33) Pelican TC-1 thermostats.
- Provide and install Pelican repeaters, as required.
- Provide and install (1) Pelican gateway.
- Provide roof/site plans and equipment schedules for the maintenance HVAC replacement projects, for information purposes only.
- Provide a pre-and-post-air reading for packaged roof top equipment only, that is being replaced.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- Two-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up. Additional manufacture warranty will be provided by the manufacture after the initial Contractor warranty period.

The quantities, sizes and location of new HVAC units included in this project are listed below:

<b>Deterding Elementary School</b>						
<b>Proposed Equipment</b>						
<b>Area</b>	<b>Qty</b>	<b>Nominal Tons</b>	<b>Type</b>	<b>Brand</b>	<b>Cooling Efficiency SEER/EER Meets T-24 Requirements</b>	<b>Heating Efficiency AFUE % Meets T-24 Requirements</b>
Library 1&2	2	3.0	GE	Bard or Similar	Yes	Yes

RM 24,25,&26	3	3.5	HP	Bard or Similar	Yes	N/A
RM 22&27	2	4.0	HP	Bard or Similar	Yes	N/A
Staff Room	1	4.0	GE	Carrier or Similar	Yes	Yes
Office, RM 3-20	19	5.0	GE	Carrier or Similar	Yes	Yes
Kindergarten & TK	2	6.0	GE	Carrier or Similar	Yes	Yes
MPR 1&2	2	12.5	GE	Carrier or Similar	Yes	Yes

**Notes:**

\* H/P – denotes Heat Pump system unit.

\*\* G/E – denotes Gas Electric system unit.

\*\*\* Equipment brand noted above can be substituted with similar equipment based on the availability at the time of the scheduled installation below), constructability and other considerations as determined by the Project Manager.

**HVAC Scope of Work Exclusions**

- Humidity controls for all areas.
- Sheetrock work, Framing, Stucco, Painting, Plumbing, Fire Sprinklers, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Replacement and repair of existing metallic electrical conduits.
- Anchored supports where not specifically mentioned above. Replacement of the existing condensate blocking at the eaves.
- Installation of power exhaust and/or relief hood/dampers.
- DDC controls and upgrades; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- Mechanical calculations and engineering, this is a maintenance in-kind replacement project.
- DSA fees, reviews and approvals above. *Note: If a Form 7 or 999 Form is submitted to DSA by the District, the DSA plan checkers may request a complete design though it isn't part of the scope of work. Additional engineering & pre-existing Access, Structural & FLS upgrades & integration costs (if any) will be submitted to the District for review & approval prior to executing the work.*
- Any items not specified in this Scope.

**Section 2 - CONTRACT DOCUMENTS.**

The Contract Documents, sometimes also referred to as “the Contract”, consist of the Energy Savings Request for Proposals, the Request for Proposals Response Form and Questionnaire, Respondent’s Agreement, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Architect’s Instruction Bulletins, the Contractor’s Guarantee and Bond, the Hazardous Materials Requirements, the

Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

Section 3 - DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

Section 4 - CONTRACT AMOUNT.

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of **Nine Hundred Ninety Thousand One Hundred Forty-Eight DOLLARS (\$ 990,148.00)**, subject to adjustment as provided in the Contract Documents.

An Allowance has been allocated to this contract, to be used at the sole discretion of the District Representative. Unused portions of the allowance will be deducted via change order. Refer to Exhibit C for documenting use of Allowance.

**Allowance (in figures): \$ 99,015.00**

Section 5 - MONTHLY PROGRESS PAYMENTS.

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

Section 6 - FINAL PAYMENT.

Final payment shall be made in accordance with Article 21 of the General Conditions.

Section 7 - RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under this provisions of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

Section 8 - TIME OF COMPLETION.

The Work shall be commenced on the date specified and shall be fully completed as described in the Contract Documents, including, without limitation, the General Conditions, within **180 Calendar Days of the date of the Notice to Proceed**, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 - NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of **\$1,000** per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 11 - PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Section 12 - UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

“In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

Section 13 - ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

Section 14 - NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 - AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 16 - AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 17 - FINGERPRINTING.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice (“DOJ”). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as Exhibit A and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as indicated in Exhibit B. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with this Section 17 of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

Section 18 - GOVERNING LAW.

San Juan Unified School District

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 19 – WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

Section 20 – APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

Section 21 – DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the District’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project. Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.**

District: San Juan Unified School District

By: \_\_\_\_\_  
Nicholas Arps

Its: Director of Facilities, Construction, and Modernization

Contract Amount: **\$1,089,163.00**

(See last signature on next page)

By: \_\_\_\_\_  
Frank Camarda

Its: Chief Operations Officer

Board Approval Date: **June 9, 2026**

Contractor: **SitelogIQ, Inc.**

By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

License Number: \_\_\_\_\_

Contractor DIR Registration #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that \_\_\_\_\_, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary Signature

**EXHIBIT A TO FORM OF CONTRACT**

**CERTIFICATION**

I, \_\_\_\_\_, on behalf of **SitelogIQ, Inc.** certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 17 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of **SitelogIQ, Inc.** who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Contractor's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)



## EXHIBIT C TO FORM OF CONTRACT

### ALLOWANCES

#### A. Application of Allowances:

Allowances shall be used efficiently and expeditiously to minimize cost and delay to the Project. Prior to commencing any work that would result in the utilization of an Allowance, Contractor shall give the District written notice of its request to use such funds, and the specific Allowance to be used if more than one Allowance is included in the Contract. Contractor shall specify whether it proposes to perform the Allowance work for a lump sum or at force account. The District shall respond to Contractor's requested use of Allowance funds within five (5) business days of receipt of the request. The District's response shall either a) approve of the use of the Allowance, b) approve the use of the Allowance but propose a different amount, c) deny the use of the Allowance and specify the reason, or d) request further information to evaluate the requested use of the Allowance. If the Contractor commences the work without giving the District the required written notice, the Contractor shall, for all purposes, be deemed to have waived its rights to additional compensation for such work.

#### B. Documenting Use of Allowances:

The Contractor's monthly pay application shall include Allowance amounts used and remaining. If the Allowance is approved by force account, the Contractor shall separately track all labor, materials, and equipment used for the Work to be covered by the Allowance and shall submit such documentation to the District Representative at the end of each working day for review and approval.



**Section 00 61 13.13 – PAYMENT BOND FORM**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, San Juan Unified School District (the "District") has awarded to **SitelogIQ, Inc.**, as Principal a contract dated **June 9, 2026** for the furnishing of all labor, materials, equipment, transportation and services for the construction of **Deterding Elementary School MP HVAC Unit Replacement Project # 112-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.
2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.
6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
Attn: Nic Arps  
5320 Hemlock Street  
Sacramento, CA 95841



## PERFORMANCE BOND FORM

Bond No. \_\_\_\_\_

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, San Juan Unified School District hereinafter referred to as "District" and **SitelogIQ, Inc.**, (hereinafter referred to as "Contractor"), have entered into a written contract dated **June 9, 2026**, for furnishing of all labor, materials, equipment, transportation and services for the construction of **Deterding Elementary School MP HVAC Unit Replacement Project # 112-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of \_\_\_\_\_ **DOLLARS** \$ \_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
  - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
  - 3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
 Attn: Nic Arps  
 5320 Hemlock Street  
 Sacramento, CA 95841

**GUARANTEE FORM**  
**(put on letterhead)**

ARTICLE 1. GUARANTEE FORM

\_\_\_\_\_ unconditionally guarantees that the Work performed at **Deterding Elementary School MP HVAC Unit Replacement Project # 112-9390-CIP-26, approved by SJUSD on 6/9/2026,** has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

## Fingerprint Certification

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 8.08 of the contract General Conditions, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of \_\_\_\_\_ who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

## SPECIAL CONDITIONS

1. **THE SAN JUAN UNIFIED SCHOOL DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. It is the intent of the District to award this contract to the lowest responsible bidder.
3. Contractor shall commence the work after receipt of Purchase Order from the District and will diligently prosecute the work.
4. All work must be completed by AS SPECIFIED ON QUOTE FORM.
5. Bid price to be held firm for a period of thirty (30) days.
6. Any questions concerning this project should be directed to \_\_\_\_\_, at (916) \_\_\_\_\_.
7. **IT SHALL BE THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER UPON DISCOVERY OF ANY DISCREPANCY IN BID FORM, SPECIFICATIONS, OR DRAWINGS TO BRING SUCH DISCREPANCY TO THE ATTENTION OF THE BUYER PRIOR TO THE BID OPENING DATE AND TIME.**
8. Pursuant to Public Contract Code #7104, the contractor shall promptly and before the following conditions are disturbed, notify the district in writing of any:
  - A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class 111 disposal site in accordance with provisions of existing law.
  - B) Subsurface or latent physical conditions at the site differing from those indicated.
  - C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
  - D) That the district shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
  - E) That, in the event that a dispute arises between the district and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. An applicable, valid, California State Contractor's license is a requirement for this project.
10. **PREVAILING WAGES:** If contract is issued for \$1,000.00 or more, the contractor, and any sub-contractor, shall not pay less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the prevailing rate of wages for each craft, classification, or type of worker needed to execute the contract pursuant to Sections 1770 to 1780, inclusive of the California Labor Code. The prevailing rate of wages is on file with the Sacramento County Schools, Office of the Secretary of the Governing Board, 9738 Lincoln Village Drive, Sacramento, CA 95827. Copies shall be made available to any interested party upon request. The contractor shall post a copy of such determination at each job site.



## GENERAL CONDITIONS

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## ARTICLE 1. DEFINITIONS

### Section 1.01. Architect.

The "Architect" is the architectural firm engaged as an agent by the District to perform the services set forth in the Contract Documents.

The Architect is designated by the District as the District's agent to perform all functions delegated to the Architect by the Contract Documents.

### Section 1.02. Change Order.

"Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District and the Contractor, authorizing a change in the Work and/or an adjustment in the Contract amount and/or the Contract time. Change Orders may incorporate CCDs, some of which require DSA approval prior to being incorporated into the Change Order.

### Section 1.03. Construction Administrative Procedures Manual.

The "Construction Administrative Procedures Manual" is the manual produced by the District Representative to describe the administrative procedures which will be used on the job-site during construction. This manual outlines administrative procedures which are described in detail in these General Conditions, as well as describing other administrative procedures which may be specific to the Project.

### Section 1.04. Contract Documents.

The "Contract Documents" shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

### Section 1.05. Contract Time.

"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.

### Section 1.06. Contractor.

"The Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the Agreement for Construction of the Work with the District or its legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

### Section 1.07. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

### Section 1.08. District.

"District" shall mean the San Juan Unified School District, a California school district. The District is sometimes designated "Owner" in the Contract Documents.

### Section 1.09. District Representative.

"District Representative" shall mean the District's designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative may or may not be a construction manager. The District Representative will be the Contractor's primary contact during construction of the Project.

### Section 1.10. Division of the State Architect.

"Division of the State Architect" or "DSA" is the California State agency responsible for checking contract documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site.

San Juan Unified School District



The Division of the State Architect also approves inspectors on all public school projects.

Section 1.11. Notice of Intent to Award.

The “Notice of Intent to Award” is issued following District approval of bids. It authorizes the Contractor to obtain required bonds and insurance and to procure all materials and equipment necessary to fulfill its contract within the time shown in the schedule.

Section 1.12. Notice to Proceed.

“Notice to Proceed” is the notice given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Notice of Intent to Award. The Notice to Proceed establishes the start of the Work and authorizes the Contractor to begin construction.

Section 1.13. Project.

“Project” shall mean the total design and construction of the work of improvement described in the Contract Documents, of which the Work may be the whole or a part and which may include construction by District or by separate contractors.

Section 1.14. Project Inspector.

The “Project Inspector” shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.15. Site.

“Site” is the area within which the Project is to be constructed.

Section 1.16. Special Inspector.

The “Special Inspector” shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.17. Special Provisions.

The “Special Provisions” are specific clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.

Section 1.18. Specifications.

“Specifications” include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a Change Order.

Section 1.19. Subcontractor.

“Subcontractor” shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement.

Section 1.20. Work.

The “Work” shall mean that scope of work to be performed hereunder and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.



## ARTICLE 2. CONTRACT DOCUMENTS

### Section 2.01. The Contract.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by a written Change Order. The Contract Documents do not create any contractual relationship between the District and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, water, light, heat, utilities, transportation and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

### Section 2.02. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or when the facsimile transmission is complete; or one business day after email transmission; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

### Section 2.03. Rights and Remedies.

The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the District available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Neither the inspection by District or its agents, nor any payment for any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall waive any provision of the Contract Documents, or any power reserved to District, or any right to damages. The failure of the District to insist on the strict performance of any one or more of the provisions of this Contract, or to exercise any right, shall not waive the District's right to subsequently demand such strict performance or to exercise such right(s).

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

### Section 2.04. Unenforceability of any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.



ARTICLE 3. INDEMNIFICATION AND INSURANCE

Section 3.01. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

In claims against any person or entity herein indemnified that are made by an employee, agent, independent contractor, subcontractor or supplier, or anyone else for whose acts the Contractor may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 3.02. Insurance.

The Contractor and its Subcontractors (except as otherwise provided herein) shall obtain, and maintain during the entire Contract, at their sole cost and expense, the following insurance:

a. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall provide workers' compensation insurance as required by law covering all workplaces involved in the Contract Documents. By executing the contract, the Contractor acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions.

b. Liability Insurance: The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverages:

i. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal injury liability, and products completed operations liability. Coverage shall be with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

ii. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$2,000,000.

iii. Additional coverages and/or limits may be required in the Special Provisions.

All liability insurance shall be written on an occurrence basis. The liability insurance policies shall be endorsed San Juan Unified School District



(1) to include by name the District, Architect, District Representative, and any other consultant retained by the District as additional insureds and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation for losses arising from work performed by the Contractor for the District.

c. **Builder's Risk Insurance:** The Contractor shall purchase, maintain and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, insurance as to protect the District from loss or damage to work in the course of construction. This insurance shall be in the form of "Builders All-risk", "All-risk Installation Floater" or the equivalent, and the limits of liability shall be equal to one hundred percent (100%) of the contract value. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear. Notwithstanding any other requirement herein, Subcontractors shall not be required to obtain such insurance.

Certificates of all required insurance by the Contractor and copies of its insurance policies and endorsements shall be delivered to the District within five (5) working days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified herein.

Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

#### ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

##### Section 4.01. Department of Industrial Relations Registration.

The Contractor, and any subcontractor, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration throughout the term of this Contract.

##### Section 4.02. Permits.

The District will pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District will reimburse the Contractor for utility connection fees, encroachment permits, and utility service charges (other than temporary utility charges) necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor.

##### Section 4.03. Compliance with Laws and Regulations.

The Contractor shall observe and comply with all laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.



ARTICLE 5. DRAWINGS AND SPECIFICATIONS

Section 5.01. Subsurface Conditions.

Where information regarding subsurface conditions is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. This information is only included for the convenience of bidders, including the Contractor, and the District assumes no responsibility with respect to the sufficiency or accuracy of the information or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work or that unanticipated conditions may not occur.

Section 5.02. Existing Utilities Lines ; Site Survey ; Contractor Reliance

Pursuant to Government Code section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such Work. When required by the scope of the Work, the District will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site Work shall be provided by the Contractor. Any test borings and soils reports for the Project have been made for the District to indicate the subsurface materials that might be encountered at particular locations on the Project. The District has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The District does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the District's request, the Contractor shall make available to the District the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor. The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the District and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

Section 5.03. Interpretations and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, then before proceeding with the work affected, the Contractor shall notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work.

Should the Contractor proceed with the work affected before receipt of instructions and/or authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of time.

The Architect, through the District Representative, may furnish supplemental drawings or instructions to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. If supplemental drawings or instructions are known to involve extra cost, then the Contractor shall be asked to price the extra work. These

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supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

If the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the resulting change in cost. The District Representative shall then determine whether a Change Order shall be issued. The Contractor shall perform such work without delay.

Section 5.04. As-Built Drawings and Specifications.

The Contractor shall maintain a master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. Failure to comply with the preparation of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion and of final payment, the Contractor shall provide the original as-built drawings and specifications, together with all additional information requested by the Architect. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier as it is for its own acts and omissions. Any and all discussions between any Subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

No contractual relationship exists between any Subcontractor or supplier and the District, and this Contract shall not be construed to be for the benefit of any Subcontractor or supplier.

Each Subcontractor shall have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project. Each Subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration through final completion of the Project.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

Section 6.02. Use of Listed Subcontractors.

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, requiring use of Subcontractors listed in the Contractor's bid.

Section 6.03. Termination of Unsatisfactory Subcontractors.

When any subcontracted portion of the Work is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, the District may, in its discretion, direct the Contractor to discharge the Subcontractor or supplier. The District shall not be responsible for any added costs or delay associated with discharge of such a Subcontractor or supplier.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY



Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on the internet at <https://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed to perform Work under the Contract are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. The Contractor shall pay, and shall cause all Subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

Section 7.03. Records of Hours Worked and Wages.

The Contractor shall keep, and shall cause all Subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code.

In the event that the Contractor and/or any Subcontractor fails to submit certified payroll records to the District within ten (10) calendar days of a request from the District for the records, the Contractor and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Contractor is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

In accordance with Government Code section 8546.7, all books, records, and files of the Contractor, or any Subcontractor, shall be subject to examination and audit by the Auditor General for three (3) years after final payment. Contractor shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 7.04. Additional Requirements for Labor Compliance.

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors to comply. The records kept by the Contractor and all Subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed  
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("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.05. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. The Contractor and all Subcontractors shall comply with the requirements of the Labor Code in the employment of apprentices.

Section 7.06. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sums specified by law and/or the Labor Commissioner, over and above any retention or withholds otherwise authorized by the agreement.

Section 7.07. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which generally prohibits discrimination in the employment of persons upon public works.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision.

The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.



The Contractor shall at all times keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work.

The Contractor shall enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites, and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The District may require that the Contractor immediately remove from the Work any employee of the Contractor or any Subcontractor for cause.

Section 8.02. Contractor's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall conduct its Work so as not to interfere with the District or others engaged in the work. The Contractor shall coordinate its Work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.03. Daily Reports.

No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports on the District's furnished form (via Kahua), which daily reports shall include, without limitation, the identity of Subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

Section 8.04. Fingerprinting.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. The Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If the Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require any person affiliated with Contractor (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will so certify by signing and submitting to the Governing Board of District the certification form attached as Exhibit A to the Agreement for Construction. In addition, Contractor shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit B to the Agreement for Construction. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24. All inspection costs will be paid for by the District.

For contracts requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically and may inspect the Work. The DSA field representative may require certain modifications to the Project as constructed.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. Where the work is required to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection. The Contractor shall provide written notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection. If any part of the Work is covered prior to inspection, the District may order the work to be uncovered so that inspection may be accomplished. The Contractor shall bear all expenses of such examination and satisfactory reconstruction.



Section 9.02. Authority of Project Inspector; Stop Work Notices.

The Project Inspector shall have the authority to order the work stopped if, in the Project Inspector's opinion, that work is proceeding in violation of the Contract Documents or any orders issued by the District, its representatives, or the Architect. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the claim procedures herein. The Contractor shall comply with the instructions of the Architect regarding corrections to cure the defect. The suspended work shall be resumed only when the Architect's instructions are fulfilled. The Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Section 9.03. Inspection of Completed Work.

At any time before final inspection and acceptance of the Work, the District may direct the Contractor to remove or expose any previously-completed work to allow for inspection of work already completed. If the work is defective due to the fault of the Contractor or any Subcontractor, then the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the Contract Documents, then the additional cost involved in the examination and replacement shall be allowed the Contractor and a Change Order shall be issued for such cost and any time impact to the critical path.

Section 9.04. Testing.

The District reserves the right to require the Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Contractor. The District shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, when convenient to the District. The Contractor shall provide written notice to the District Representative at least 24 hours prior to the need for off-site tests or inspections, and the District Representative will arrange such tests or inspections. The Contractor shall bear all expenses of tests performed where the Contractor fails to provide this minimum notice.

The Contractor shall, at the Contractor's sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Contract Documents or due to the Contractor's request for substitution.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing shall be at the Contractor's expense.

Section 9.05. Effect of Inspection, Sampling and Testing.

Neither any inspection nor any testing nor any progress payment shall relieve the Contractor of its obligation to fulfill the Contract as required by the Contract Documents.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. The Contractor shall at all times maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall protect all Work from damage, loss, defacement, or vandalism.



The Contractor shall take every precaution and implement all necessary safeguards for the safety of all employees and others on the Work, and to comply with all applicable safety laws, rules and regulations applicable to the Work (including without limitation all Occupational Safety laws) and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall erect and properly maintain at all times danger signs warning against hazards created by construction.

If work is ongoing while school is in session, the Contractor shall take precautions to prevent injury and access to children and staff, and shall comply with the District's Guidelines for Onsite Safety.

Material storage and vehicle access and parking shall be subject to District approval. The use of alcohol, drugs, or tobacco will not be permitted on District property.

The Contractor's superintendent shall have the duty to prevent accidents and for overall jobsite safety, unless another individual at the Site is designated by the Contractor in writing to the District Representative.

The District shall have neither direct nor indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.02. Protection of Existing Improvements.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction. The Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities, and all damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of time.

Section 10.03. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The Contractor shall provide notice at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

The Contractor shall, at the written instruction of the District Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.04. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction. The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work. The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

Section 10.05. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately



notify the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

Upon the failure of the Contractor to make immediate emergency repairs, the District may perform such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

## ARTICLE 11. SUBMITTALS AND MATERIALS

### Section 11.01. Submittals.

The Contractor shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect. The Contractor shall submit its Submittals so as not to delay the Project. Unless otherwise specified, the Contractor shall allow fourteen (14) days for the District Representative and the Architect to review each Submittal.

Submittals shall be submitted electronically, unless otherwise specified, in the form specified by the District Representative. No Submittals requiring color selections, samples, or shop drawings will be accepted as electronic Submittals. The District Representative will not review the Submittals for technical compliance, but may reject any Submittal found, in the District Representative's judgment, to be incomplete.

By approving and submitting shop drawings, product data, manufacturers' instructions, and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those Submittals with the requirements of the Work and to the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Submittals as may be issued by the District Representative.

### Section 11.02. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the District Representative or Architect. These possible responses are as follows:

A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.

B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.

C. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.

D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.

E. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Contractor proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost.

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The Contractor shall resubmit Submittals in categories “D” and “E” above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to deficient areas. Resubmittals shall be made with sufficient time to avoid delay to the Work.

Section 11.03. Submittals Showing Variation from Contract.

The Contractor must identify any variation or discrepancy between the Submittals and the Contract Documents, and explain why they are requested, in its letter of transmittal. Failure to identify any such variation or discrepancy shall render the approval null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays. The Contractor shall bear all costs associated with any approved variation or discrepancy, including but not limited to design fees, construction management fees, costs incurred by other contractors, and inspection fees.

Section 11.04. Equal Materials.

Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, “or equal.” It is the intent of this article to comply with Public Contract Code Section 3400. If the Contractor desires to use any “equal” brand or manufacturer, it shall apply to the District Representative in writing, within ten (10) business days after Notice of Intent to Award, and shall submit samples and all other information necessary to substantiate its claim of “or equal.”

A request for approval of an “equal” constitutes a certification that the Contractor:

- A. Has investigated the proposed “equal” and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.
- B. Will provide the same or better warranty for the proposed “equal” as for the specified system, process, product or material.
- C. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.
- D. Waives claims for additional costs and/or time which may subsequently become apparent.

The District may determine that samples and testing are required to evaluate a request, and the Contractor shall, at no cost to the District, provide samples and bear all costs of sampling and testing required to decide a request for approval of an “equal.”

The District Representative and/or the Architect shall evaluate the request, and shall approve, deny, or approve with conditions the Contractor’s request. The District’s decision on the request shall be final. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract price and/or time.

Section 11.05. Materials and Products Delivered to the Site.

The Contractor shall confine the storage of all materials, products, and equipment to the areas specified by the District, and shall leave driveways and parking areas clear for the regular use of the public and District employees.

All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.



## ARTICLE 12. PROGRESS PAYMENTS

### Section 12.01. Application for Payment.

Application for Payment shall be made on a monthly basis for work completed. The progress payment will be based on the estimated percentage complete, subject to review and approval by the District. The Contractor shall submit with its application all documents necessary to substantiate its estimate of percentage completion.

For each monthly application for payment, the Contractor shall submit a conditional lien release in the form provided in the Contract Documents warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases for all work through the prior progress payment. For final payment, the Contractor and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases.

No progress payment will be released until the District Representative has received the required lien releases and all required certified payroll and other pay records if requested by the District.

### Section 12.02. Payment; Retention.

The District shall reserve from monies earned by the Contractor a sum equal to five percent (5%) of the estimates.

If requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award, the Contractor may exercise its right to deposit into escrow securities in lieu of retention, or have retention deposited into escrow, in accordance with Public Contract Code section 22300. Upon satisfactory completion of the Contract, the securities or retention plus interest earned shall be returned to the Contractor. If the Contractor exercises its option hereunder, it must notify its Subcontractors in writing, within ten (10) days of the Contractor exercising its option, of their equivalent right to do so.

### Section 12.03. Withholding Additional Amounts.

In addition to the amounts which the District may retain as provided in Section 12.02, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining;
- E. Failure of the Contractor to comply with any lawful or proper direction concerning the Work;
- F. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
- G. Any claim or penalty asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- H. Any liquidated damages which may accrue; or
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

The basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty  
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percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that District reserves the authority to retain greater sums should such sums be necessary in the District's discretion to adequately protect it.

Section 12.04. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment shall relieve the Contractor from its obligations under this Contract, or entitle the Contractor to any extension of time. The Contractor shall continue diligently to prosecute the Work notwithstanding any dispute over payment.

ARTICLE 13. USE OF FEDERAL FUNDS

Section 13.01. Use of Federal Funds.

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

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT.** For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights San Juan Unified School District



to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

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

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

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

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

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

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

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

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

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

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME



Section 14.01. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay beyond the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor, during which the District concludes that work on the critical path cannot continue. The default of any Subcontractor or supplier is not a condition beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, but shall not entitle the Contractor to any adjustment of the Contract price.

2. "Compensable Delay" means an Excusable Delay caused solely by the wrongful acts of the District and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of Contract Time and/or an adjustment of the Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

3. "Inexcusable Delay" means any delay beyond the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of Contract Time or an adjustment of the Contract price.

B. The Contractor may make a claim for an extension of Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in Work which do not prevent or delay the timely completion of the whole Work are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Contractor anticipates or experiences any delay in the prosecution of the Work which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify the cause of the delay, an analysis showing the effect of the delay on the critical path, and the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after knowledge of the facts giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension and any associated additional compensation.

Upon receipt of a request for extension, the District Representative shall investigate the facts in the notice, shall respond to the notice in writing within ten (10) days of receipt of the request, and shall indicate whether it will recommend for or against the extension.

Section 14.03. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified, or within any authorized extension of time, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor  
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and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

#### ARTICLE 15. CHANGES TO THE WORK

##### Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized.

##### Section 15.02. Change Orders.

The District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the scope of the change in the Work; the adjustment in the Contract amount, if any; and the adjustment in the Contract time, if any. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments set forth in the Change Order as full and complete satisfaction of the effects of the changed work.

Any extension of the Contract Time or change in the Contract amount must be included in a Change Order. No Change Order shall cause the total Contract amount to exceed the maximum amount permitted under Public Contract Code section 22032(b) for projects awarded using informal procedures.

If the Contractor believes that it has been directed to do additional work requiring a change in Contract Time or cost, then the Contractor may submit to the District Representative a Proposed Change Order (PCO).

##### Section 15.03. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract amount or Contract time, or both. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor. Signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract amount and Contract time, if any, set forth in the Directive as full and complete satisfaction of the effects of the changed work.

Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the Work involved. It is the intent of the District that all Directives will be converted to a Change Order.

If the Contractor disagrees with the adjustment in the Contract amount, then the adjustment shall be determined based on (1) unit prices stated in the Contract Documents or subsequently agreed upon; (2) the District Representative's estimate of the value of the change; or (3) "time and materials," as defined below.

##### Section 15.04. Allowable Costs.

A. Allowable costs for any Change Order shall be limited to the following:

1. Costs of labor, including labor burden;



2. Actual cost of the project superintendent, but only if associated with a Compensable Delay;
3. Actual costs of materials, including sales tax and delivery;
4. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor Or others;
5. Combined Overhead and Profit of fifteen percent (15%) of the costs specified in (1) through (4) above to the contractor performing the work, plus ten percent (10%) of the amount specified above which is performed by a Subcontractor as the Contractor's markup on such work. Cumulative total markup shall not exceed twenty-five percent (25%).

B. When both additions and credits are involved, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change. If the net value of a change results in a credit, then the credit shall be the actual net cost, plus five percent (5%) for Overhead and Profit.

Section 15.05. Time and Materials Adjustment.

For time and materials pricing, the price shall be calculated using the Allowable Costs in Section 15.04. Time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work.

The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.

The Contractor shall, with its progress payment requests, specify all work performed under a T & M Directive during the period of the progress payment request. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. No costs will be allowed for work not specified with the progress payment request or timely included in a reconciliation.

Section 15.06. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

Section 15.07. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

A. If any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.
3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.



A. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive.

B. If a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall proceed with all work to be performed. The Contractor shall retain any and all rights which pertain to the resolution of disputes between the parties.

C. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section.

Section 15.08. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract amount or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Failure to provide timely written notice within shall constitute a waiver by the Contractor of any claim for a change in the Contract amount or Contract time.

ARTICLE 16. [Reserved]

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship and Correction of Work.

The District shall have the right to reject materials and workmanship which are determined to be defective or fail to comply with the Contract Documents. The Contractor shall promptly correct all work rejected by the District. Rejected workmanship and materials shall be corrected to the satisfaction of the District and/or Architect all without added cost to the District and/or an increase in the Contract time.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, then the Contractor agrees that an equitable deduction from the Contract amount shall be made therefor.

If, within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition.

Section 17.02. Notice of Default; Deduction of Cost.

If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails to commence correction of any such defective Work within three (3) days after receipt of written notice of the defect from the District, then the District may correct the deficiencies and may complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other associated costs. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work for the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall,  
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unless the notice directs otherwise, immediately discontinue Contractor's Work, take necessary actions to protect the Work, and take such other actions reasonably directed by the District to transfer or terminate any obligations associated with the Work.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) at Contract rates for Work performed in conformity with the Contract, less amounts previously paid; plus (2) previously unpaid and documented costs for materials delivered to the Site but not incorporated in the Work, not to exceed the portion of the Contract amount allocable to said items; plus (3) proven losses with respect to materials and equipment directly resulting from the termination; plus (4) reasonable demobilization costs.

If this Contract is terminated for default, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract for the following causes:

A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor; or

B. The Contractor or any of its Subcontractors materially breach any of the provisions of the Contract Documents, including without limitation failure of the Work to conform to the Contract Documents, failure to complete the Work within the Contract time, failing to make prompt payment to Subcontractors or suppliers, persistent failure to comply with the law or the instructions of the District or its representatives or agents, failure to keep required insurance in effect, or any other such material breach.

Prior to terminating for cause, the District shall give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract. Unless the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof within seven (7) days of the delivery of such notice, the District shall have the right to terminate the Contractor's right to complete the Work by written notice to the Contractor and its surety or sureties. Upon such notice, the surety shall have the rights and obligations set forth in the performance bond.

If the District takes over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination, subject to the District providing notice of acceptance of the assignment in writing, and only as to those orders and/or contracts which the District designates in writing. If the Contractor's right to proceed is terminated, then the Contractor shall not be entitled to receive any further payment until the Work is finished, and shall be liable to the District for all losses incurred by the District in completing the Work.

Section 18.03. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination.

Section 18.04. Wrongful Termination.

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the District, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Article 23. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

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The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner, including removing all dirt, debris, and waste from the Project, the adjacent sidewalks and streets, and the working area.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the Site and adjacent areas of all material related to its performance of the Work. Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work Site is clean.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that its Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect shall schedule a punch list inspection or inform the Contractor that the work is not ready for punch list inspection. The Contractor or its representatives shall be present at the punch list inspection.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

Section 20.02. Punch List.

The District shall prepare a written punch list notifying the Contractor of any deficiencies to be remedied prior to final acceptance. The Contractor shall remedy all items shown on the punch list prior to final acceptance.

Upon completion of any punch list work, the Contractor shall again request a punch list inspection. If the Work still does not comply with the Contract Documents, then the District may issue such further punch lists as may be required or deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents.

The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

Section 20.03. Use of Work Prior to Acceptance.

The District may take possession of a portion of the Work prior to final acceptance. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200. The Contractor shall be obligated to make only those repairs in the portion of the Work occupied prior to acceptance that are due to defective material or workmanship, or the operations of the Contractor, but not those due to ordinary wear and tear.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Contractor determines that all of its Work is complete and all items on the punch list have been satisfied, the Contractor shall submit to the District Representative a certificate of completion, an application for final payment, and the following items:

- A. As-built drawing information.
- B. Three (3) sets of required operation and maintenance documentation.
- C. Hazardous material documentation, if required.
- D. Form DSA-6 Final Verified Reports.
- E. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.

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F. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.

G. Other items as required in the Construction Administrative Procedures Manual.

No payment will be processed unless accompanied by the above listed submissions in acceptable form.

Section 21.02. Final Payment Process.

Upon receipt of the Contractor's final payment application, the District Representative shall review the submittals required by this Article and verify that all of the Work is complete, including all punch list items.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, stating that the Contractor has submitted the required documents, detailing any deviations in the Work from the Contract Documents, and estimating the cost of correction of such deviations. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

The District Representative shall either (1) recommend that the District accept the payment application, or (2) reject the payment application, stating the basis therefor, and, within twenty (20) days of receipt of the final payment application, submit a written estimate of the sum due to the Contractor.

If the Contractor contests the estimate of sums due prepared by the District Representative, then the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due. This final payment shall be made within sixty (60) days after completion, as defined below, and recordation of the Notice of Completion.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion; Final Payment.

Completion means the Contractor's complete performance of all Work required by the Contract Documents, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and formal acceptance by the District. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period, beginning when the correction is complete.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent

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with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

“Claim” means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) payment of an amount that is disputed by the District.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District’s records and the Claim documentation submitted by the claimant, which shall include but not be limited to the following: background statement; chronology (including dates of all key events); explanation of the Contractor’s position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, meeting notes, inspection reports, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; Subcontractor payment releases; quantity reports; general ledgers and any other accounting materials.

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Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the claimant. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.

23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

23.03.06 If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed

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portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Every party with an interest in a claim submitted to the District, including the Contractor and any Subcontractor or material supplier, shall include the following "Claim Certification" with every claim submitted to the District. Failure to include the required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.



The claim certification required by this section shall provide as follows:

**CLAIM CERTIFICATION**

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.* ("Act"), I certify that I have read and am familiar with the provisions of the Act; that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: \_\_\_\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. No Oral Agreements.

No oral agreement shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement entitle the Contractor to any additional payment or time to perform.

Section 24.02. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.03. Contractor Not Agent, Nor Employee.

Neither Contractor, nor any Subcontractor, nor any officer, agent, or employee of either, is an officer, agent, or employee of the District.

Section 24.04. No Third Party Beneficiaries.

The Contract is entered into solely between the District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise.

Section 24.05. Access to Records.

The District shall have access, upon reasonable notice and during normal business hours, to any books, documents, San Juan Unified School District



accounting records, project files, and other relevant records of the Contractor and all Subcontractors directly or indirectly pertinent to the Work. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION



## CONSTRUCTION PROJECTS GUIDELINES FOR SCHOOL SITE PROJECTS

### WELCOME TO THE SAN JUAN UNIFIED SCHOOL DISTRICT

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to repair and/or improve our schools.

### START AND END TIMES

The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. The schedule can be obtained in the Principal's Office.

### PARKING

Please check with the Project Planner/Coordinator for approved parking and staging locations.

### WORKER IDENTIFICATION BADGES

We have spent a great deal of time educating students about "possible danger of strangers." Some teachers, students, and parents will be suspicious of any unknown person on campus, so wear your identifying badge, provided by the school district, at all times. There is a \$2.00 non-refundable handling fee per identification badge which will be payable to San Juan Unified School District at the time of order. Lost badges are charged to contractor at \$100 each per Master Badge Receipt form.

### DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a "spotter" WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a "spotter" when backing up at any time on school grounds.

### WORKING WITHIN DESIGNATED AREAS

Construction is allowed only in designated areas. Major construction will be in fenced areas. Workers, materials, and equipment (including storage) will not be allowed outside designated areas.

### CLASSROOM DISRUPTIONS

Before entering an area where construction is in progress, you are required to notify the school district management or the school principal. Enter quietly, stay as long as you need to, keeping disruption to a minimum. Do NOT engage in conversation with students unless the teacher invites you to explain why you are there. Young children cannot handle a lot of detail. They may be more interested in your tool belt than in your area of expertise. Older students may be interested in delaying their school work; so keep your information short.

Some teachers will involve their students in the construction process. Classes may be outside watching you work and, in some cases, asking questions. If they approach you at a time when it is not convenient to talk, it is fine to tell them you are busy at this time and may be available later.

### LUNCH

Lunch time at schools is busy and congested. Avoid getting in the student path of travel. Lunch times vary by site. The schedule can be obtained at the site.



## **RECESSES**

These usually last 15-20 minutes. In most elementary schools there is a morning and an afternoon recess. Schedules can be obtained at the site.

## **CONSTRUCTION BREAKS AND LUNCHES**

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings and locations where students congregate. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the portable restroom facilities only, if available. Otherwise, use staff restrooms.

## **SMOKING, DRUGS, ALCOHOL, RADIOS, APPROPRIATE LANGUAGE AND DRESS**

- San Juan is a 'tobacco-free facility' district-wide. If you want to smoke or chew, please do so off campus.
- Use or possession of alcohol or drugs of any kind on campus is strictly forbidden.
- Please do not play radios and when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. San Juan tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.
- Dress appropriately for the work site. Shirts must be worn at all times. Specifically, tank tops are not allowed. Additionally, what is written or pictured on clothing must comply with the requirement of acceptable language above and must avoid reference to tobacco, alcohol, and drugs.
- Violation of any of the above may result in immediate automatic dismissal



**San Juan Unified School District**  
Facilities Business Dept.

**FORM OF CONTRACT**

ARTICLE 1. AGREEMENT FOR CONSTRUCTION

This contract is contingent upon San Juan Unified School District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this **June 9, 2026** by and between the San Juan Unified School District (hereinafter referred to as "District"), and **SitelogIQ, Inc.**, an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 - SCOPE OF WORK.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **Encina High School MP HVAC Unit Replacement project #202-9390-CIP-26**.

Replace HVAC equipment, reduce the District's utility costs and operational expenses by replacing the failing HVAC equipment at **Encina High School** with new high energy efficient units identified in the HVAC scope of work below.

**Basis of Energy Engineering**

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from January 2025 through January 2026. The Baseline data takes into consideration the quantity of facilities and size; 2025/2026 building operational schedules; 2025/2026 School Calendar and 2025/2026 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, this information has been obtained from the District. Selected energy savings calculations have been performed with the help of the Energy Saving Calculators developed by California Energy Commission (CEC). Contractor has no control over engineering methodologies, formulas, and assumptions utilized by CEC in on-line Energy Saving Calculators.

Since Contractor does not control/follow the building/site operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment

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energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on District inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principles for an additional fee (excluded from this Scope of Work). The District is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The District shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in future years and for trouble-free operation, District agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The District may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

### **Basis of Design**

As requested, Contractor will be replacing the existing units listed below with new high efficient equipment of equal capacity. In the absence of reliable as-built drawings, these in-kind maintenance replacements are based on the assumption that the original units have been permitted, approved and installed per DSA standards and regulations and have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms, or any pre-existing supports, electrical, gas & condensate drain connections, weather proofing/roofing systems and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on energy efficiency and economic viability. These in-kind maintenance replacements of the failing equipment do not alter or affect primary or secondary structural framing members. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement of HVAC units. According to State of California Division of State Architect Office of IR A-22 (Issued on 2/3/2026), IR 11B-6 (Revised on 05/27/21) and applicable Sections 17280-17316 of the California Education Code, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only. These maintenance in-kind replacements of the failing equipment do not affect the usability of the facilities and are not structural in nature. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the

scope of work based on the unknown pre-existing conditions. Should they arise, a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required. Contractor will use the current 2025 Title-24, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

**Scope of Work**

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Provide and install new package HVAC units listed below. As applicable, new equipment will be provided with or ready for installation of MERV-13 filters. New roof top equipment will have louvered hail guard/coil protection.
- Provide and install economizers as required.
- Provide sheet metal transitions and adapter curbs as required to connect new units to existing openings.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical services to new equipment, replace disconnects as required.
- Replace existing seal tight electrical conduits with new.
- Reconnect existing galvanized condensate lines and rework the P-Traps as required to meet district standard detail. All unit connections will have a Schedule 80 PCV nipple before connection to the galvanized piping to protect factory condensate pan.
- Remove and reconnect the existing DDC controls.
- Provide roof/site plans and equipment schedules for the maintenance HVAC replacement projects, for information purposes only.
- Provide a pre-and-post-air reading for packaged roof top equipment only, that is being replaced.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- Two-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up. Additional manufacture warranty will be provided by the manufacture after the initial Contractor warranty period.

The quantities, sizes and location of new HVAC units included in this project are listed below:

<b>Encina High School</b>						
<b>Proposed Equipment</b>						
<b>Area</b>	<b>Qty</b>	<b>Nominal Tons</b>	<b>Type</b>	<b>Brand</b>	<b>Cooling Efficiency SEER/EER Meets T-24 Requirements</b>	<b>Heating Efficiency AFUE % Meets T-24 Requirements</b>
Platform	1	4.0	GE	Trane or Similar	Yes	Yes
Theater	1	7.5	GE	Trane or Similar	Yes	Yes
SP ED	1	8.5	GE	Trane or Similar	Yes	Yes
MPR 1-3	3	17.5	GE	Trane or Similar	Yes	Yes

Notes:

- \* H/P – denotes Heat Pump system unit.
- \*\* G/E – denotes Gas Electric system unit.
- \*\*\* Equipment brand noted above can be substituted with similar equipment based on the availability at the time of the scheduled installation below, constructability and other considerations as determined by the Project Manager.

## HVAC Scope of Work Exclusions

- Humidity controls for all areas.
- Sheetrock work, Framing, Stucco, Painting, Plumbing, Fire Sprinklers, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Replacement and repair of existing metallic electrical conduits.
- Anchored supports where not specifically mentioned above. District standard roof blocking is not required at this site due to roof construction.
- Installation of power exhaust and/or relief hood/dampers.
- DDC controls and upgrades; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- Mechanical calculations and engineering, this is a maintenance in-kind replacement project.
- DSA fees, reviews and approvals above. *Note: If a Form 7 or 999 Form is submitted to DSA by the District, the DSA plan checkers may request a complete design though it isn't part of the scope of work. Additional engineering & pre-existing Access, Structural & FLS upgrades & integration costs (if any) will be submitted to the District for review & approval prior to executing the work.*
- Any items not specified in this Scope.

## Section 2 - CONTRACT DOCUMENTS.

The Contract Documents, sometimes also referred to as "the Contract", consist of the Energy Savings Request for Proposals, the Request for Proposals Response Form and Questionnaire, Respondent's Agreement, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

## Section 3 - DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

## Section 4 - CONTRACT AMOUNT.

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of **Three Hundred Eighteen Thousand Eight Hundred Ninety-Two DOLLARS (\$ 318,892.00)**, subject to adjustment as provided in the Contract Documents.

An Allowance has been allocated to this contract, to be used at the sole discretion of the District Representative. Unused portions of the allowance will be deducted via change order. Refer to Exhibit C for documenting use of Allowance.

**Allowance (in figures): \$ 31,889.00**

## Section 5 - MONTHLY PROGRESS PAYMENTS.

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

## Section 6 - FINAL PAYMENT.

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Final payment shall be made in accordance with Article 21 of the General Conditions.

Section 7 - RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under this provisions of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

Section 8 - TIME OF COMPLETION.

The Work shall be commenced on the date specified and shall be fully completed as described in the Contract Documents, including, without limitation, the General Conditions, within **150 Calendar Days of the date of the Notice to Proceed**, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 - NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of **\$1,000** per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 11 - PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Section 12 - UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

"In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

Section 13 - ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

Section 14 - NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 - AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 16 - AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 17 - FINGERPRINTING.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice ("DOJ"). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as Exhibit A and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as indicated in Exhibit B. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with this Section 17 of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

Section 18 - GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 19 – WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

Section 20 – APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of San Juan Unified School District

apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

Section 21 – DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the District’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project. Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.**

District: San Juan Unified School District

By: \_\_\_\_\_  
Nicholas Arps

Its: Director of Facilities, Construction, and Modernization

Contract Amount: **\$ 350,781.00**

By: \_\_\_\_\_  
Frank Camarda

Its: Chief Operations Officer

Board Approval Date: **June 9, 2026**

Contractor: **SitelogIQ, Inc.**

By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

License Number: \_\_\_\_\_

Contractor DIR Registration #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that \_\_\_\_\_, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary Signature

**EXHIBIT A TO FORM OF CONTRACT**

**CERTIFICATION**

I, \_\_\_\_\_, on behalf of **SitelogIQ, Inc.** certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 17 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of **SitelogIQ, Inc.** who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Contractor's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)



## EXHIBIT C TO FORM OF CONTRACT

### ALLOWANCES

#### A. Application of Allowances:

Allowances shall be used efficiently and expeditiously to minimize cost and delay to the Project. Prior to commencing any work that would result in the utilization of an Allowance, Contractor shall give the District written notice of its request to use such funds, and the specific Allowance to be used if more than one Allowance is included in the Contract. Contractor shall specify whether it proposes to perform the Allowance work for a lump sum or at force account. The District shall respond to Contractor's requested use of Allowance funds within five (5) business days of receipt of the request. The District's response shall either a) approve of the use of the Allowance, b) approve the use of the Allowance but propose a different amount, c) deny the use of the Allowance and specify the reason, or d) request further information to evaluate the requested use of the Allowance. If the Contractor commences the work without giving the District the required written notice, the Contractor shall, for all purposes, be deemed to have waived its rights to additional compensation for such work.

#### B. Documenting Use of Allowances:

The Contractor's monthly pay application shall include Allowance amounts used and remaining. If the Allowance is approved by force account, the Contractor shall separately track all labor, materials, and equipment used for the Work to be covered by the Allowance and shall submit such documentation to the District Representative at the end of each working day for review and approval.



**Section 00 61 13.13 – PAYMENT BOND FORM**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, San Juan Unified School District (the "District") has awarded to **SitelogIQ, Inc.**, as Principal a contract dated **June 9, 2026** for the furnishing of all labor, materials, equipment, transportation and services for the construction of **Encina High School MP HVAC Unit Replacement Project # 202-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.
2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.
6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
Attn: Nic Arps  
5320 Hemlock Street  
Sacramento, CA 95841



## PERFORMANCE BOND FORM

Bond No. \_\_\_\_\_

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, San Juan Unified School District hereinafter referred to as "District" and **SitelogIQ, Inc.**, (hereinafter referred to as "Contractor"), have entered into a written contract dated **June 9, 2026**, for furnishing of all labor, materials, equipment, transportation and services for the construction of **Encina High School MP HVAC Unit Replacement Project # 202-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
  - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
  - 3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
 Attn: Nic Arps  
 5320 Hemlock Street  
 Sacramento, CA 95841

**GUARANTEE FORM**  
**(put on letterhead)**

ARTICLE 1. GUARANTEE FORM

\_\_\_\_\_ unconditionally guarantees that the Work performed at **Encina High School MP HVAC Unit Replacement Project # 202-9390-CIP-26, approved by SJUSD on 6/9/2026**, has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

## Fingerprint Certification

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 8.08 of the contract General Conditions, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of \_\_\_\_\_ who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

## SPECIAL CONDITIONS

1. **THE SAN JUAN UNIFIED SCHOOL DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. It is the intent of the District to award this contract to the lowest responsible bidder.
3. Contractor shall commence the work after receipt of Purchase Order from the District and will diligently prosecute the work.
4. All work must be completed by AS SPECIFIED ON QUOTE FORM.
5. Bid price to be held firm for a period of thirty (30) days.
6. Any questions concerning this project should be directed to \_\_\_\_\_, at (916) \_\_\_\_\_.
7. **IT SHALL BE THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER UPON DISCOVERY OF ANY DISCREPANCY IN BID FORM, SPECIFICATIONS, OR DRAWINGS TO BRING SUCH DISCREPANCY TO THE ATTENTION OF THE BUYER PRIOR TO THE BID OPENING DATE AND TIME.**
8. Pursuant to Public Contract Code #7104, the contractor shall promptly and before the following conditions are disturbed, notify the district in writing of any:
  - A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class 111 disposal site in accordance with provisions of existing law.
  - B) Subsurface or latent physical conditions at the site differing from those indicated.
  - C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
  - D) That the district shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
  - E) That, in the event that a dispute arises between the district and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. An applicable, valid, California State Contractor's license is a requirement for this project.
10. **PREVAILING WAGES:** If contract is issued for \$1,000.00 or more, the contractor, and any sub-contractor, shall not pay less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the prevailing rate of wages for each craft, classification, or type of worker needed to execute the contract pursuant to Sections 1770 to 1780, inclusive of the California Labor Code. The prevailing rate of wages is on file with the Sacramento County Schools, Office of the Secretary of the Governing Board, 9738 Lincoln Village Drive, Sacramento, CA 95827. Copies shall be made available to any interested party upon request. The contractor shall post a copy of such determination at each job site.



## GENERAL CONDITIONS

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## ARTICLE 1. DEFINITIONS

### Section 1.01. Architect.

The "Architect" is the architectural firm engaged as an agent by the District to perform the services set forth in the Contract Documents.

The Architect is designated by the District as the District's agent to perform all functions delegated to the Architect by the Contract Documents.

### Section 1.02. Change Order.

"Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District and the Contractor, authorizing a change in the Work and/or an adjustment in the Contract amount and/or the Contract time. Change Orders may incorporate CCDs, some of which require DSA approval prior to being incorporated into the Change Order.

### Section 1.03. Construction Administrative Procedures Manual.

The "Construction Administrative Procedures Manual" is the manual produced by the District Representative to describe the administrative procedures which will be used on the job-site during construction. This manual outlines administrative procedures which are described in detail in these General Conditions, as well as describing other administrative procedures which may be specific to the Project.

### Section 1.04. Contract Documents.

The "Contract Documents" shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

### Section 1.05. Contract Time.

"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.

### Section 1.06. Contractor.

"The Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the Agreement for Construction of the Work with the District or its legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

### Section 1.07. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

### Section 1.08. District.

"District" shall mean the San Juan Unified School District, a California school district. The District is sometimes designated "Owner" in the Contract Documents.

### Section 1.09. District Representative.

"District Representative" shall mean the District's designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative may or may not be a construction manager. The District Representative will be the Contractor's primary contact during construction of the Project.

### Section 1.10. Division of the State Architect.

"Division of the State Architect" or "DSA" is the California State agency responsible for checking contract documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site.

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The Division of the State Architect also approves inspectors on all public school projects.

Section 1.11. Notice of Intent to Award.

The "Notice of Intent to Award" is issued following District approval of bids. It authorizes the Contractor to obtain required bonds and insurance and to procure all materials and equipment necessary to fulfill its contract within the time shown in the schedule.

Section 1.12. Notice to Proceed.

"Notice to Proceed" is the notice given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Notice of Intent to Award. The Notice to Proceed establishes the start of the Work and authorizes the Contractor to begin construction.

Section 1.13. Project.

"Project" shall mean the total design and construction of the work of improvement described in the Contract Documents, of which the Work may be the whole or a part and which may include construction by District or by separate contractors.

Section 1.14. Project Inspector.

The "Project Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.15. Site.

"Site" is the area within which the Project is to be constructed.

Section 1.16. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.17. Special Provisions.

The "Special Provisions" are specific clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.

Section 1.18. Specifications.

"Specifications" include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a Change Order.

Section 1.19. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement.

Section 1.20. Work.

The "Work" shall mean that scope of work to be performed hereunder and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.



## ARTICLE 2. CONTRACT DOCUMENTS

### Section 2.01. The Contract.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by a written Change Order. The Contract Documents do not create any contractual relationship between the District and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, water, light, heat, utilities, transportation and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

### Section 2.02. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or when the facsimile transmission is complete; or one business day after email transmission; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

### Section 2.03. Rights and Remedies.

The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the District available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Neither the inspection by District or its agents, nor any payment for any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall waive any provision of the Contract Documents, or any power reserved to District, or any right to damages. The failure of the District to insist on the strict performance of any one or more of the provisions of this Contract, or to exercise any right, shall not waive the District's right to subsequently demand such strict performance or to exercise such right(s).

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

### Section 2.04. Unenforceability of any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.



ARTICLE 3. INDEMNIFICATION AND INSURANCE

Section 3.01. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

In claims against any person or entity herein indemnified that are made by an employee, agent, independent contractor, subcontractor or supplier, or anyone else for whose acts the Contractor may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 3.02. Insurance.

The Contractor and its Subcontractors (except as otherwise provided herein) shall obtain, and maintain during the entire Contract, at their sole cost and expense, the following insurance:

a. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall provide workers' compensation insurance as required by law covering all workplaces involved in the Contract Documents. By executing the contract, the Contractor acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions.

b. Liability Insurance: The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverages:

i. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal injury liability, and products completed operations liability. Coverage shall be with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

ii. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$2,000,000.

iii. Additional coverages and/or limits may be required in the Special Provisions.

All liability insurance shall be written on an occurrence basis. The liability insurance policies shall be endorsed San Juan Unified School District



(1) to include by name the District, Architect, District Representative, and any other consultant retained by the District as additional insureds and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation for losses arising from work performed by the Contractor for the District.

c. **Builder's Risk Insurance:** The Contractor shall purchase, maintain and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, insurance as to protect the District from loss or damage to work in the course of construction. This insurance shall be in the form of "Builders All-risk", "All-risk Installation Floater" or the equivalent, and the limits of liability shall be equal to one hundred percent (100%) of the contract value. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear. Notwithstanding any other requirement herein, Subcontractors shall not be required to obtain such insurance.

Certificates of all required insurance by the Contractor and copies of its insurance policies and endorsements shall be delivered to the District within five (5) working days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified herein.

Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

#### ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

##### Section 4.01. Department of Industrial Relations Registration.

The Contractor, and any subcontractor, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration throughout the term of this Contract.

##### Section 4.02. Permits.

The District will pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District will reimburse the Contractor for utility connection fees, encroachment permits, and utility service charges (other than temporary utility charges) necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor.

##### Section 4.03. Compliance with Laws and Regulations.

The Contractor shall observe and comply with all laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.



ARTICLE 5. DRAWINGS AND SPECIFICATIONS

Section 5.01. Subsurface Conditions.

Where information regarding subsurface conditions is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. This information is only included for the convenience of bidders, including the Contractor, and the District assumes no responsibility with respect to the sufficiency or accuracy of the information or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work or that unanticipated conditions may not occur.

Section 5.02. Existing Utilities Lines ; Site Survey ; Contractor Reliance

Pursuant to Government Code section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such Work. When required by the scope of the Work, the District will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site Work shall be provided by the Contractor. Any test borings and soils reports for the Project have been made for the District to indicate the subsurface materials that might be encountered at particular locations on the Project. The District has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The District does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the District's request, the Contractor shall make available to the District the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor. The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the District and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

Section 5.03. Interpretations and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, then before proceeding with the work affected, the Contractor shall notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work.

Should the Contractor proceed with the work affected before receipt of instructions and/or authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of time.

The Architect, through the District Representative, may furnish supplemental drawings or instructions to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. If supplemental drawings or instructions are known to involve extra cost, then the Contractor shall be asked to price the extra work. These

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supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

If the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the resulting change in cost. The District Representative shall then determine whether a Change Order shall be issued. The Contractor shall perform such work without delay.

Section 5.04. As-Built Drawings and Specifications.

The Contractor shall maintain a master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. Failure to comply with the preparation of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion and of final payment, the Contractor shall provide the original as-built drawings and specifications, together with all additional information requested by the Architect. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier as it is for its own acts and omissions. Any and all discussions between any Subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

No contractual relationship exists between any Subcontractor or supplier and the District, and this Contract shall not be construed to be for the benefit of any Subcontractor or supplier.

Each Subcontractor shall have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project. Each Subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration through final completion of the Project.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

Section 6.02. Use of Listed Subcontractors.

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, requiring use of Subcontractors listed in the Contractor's bid.

Section 6.03. Termination of Unsatisfactory Subcontractors.

When any subcontracted portion of the Work is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, the District may, in its discretion, direct the Contractor to discharge the Subcontractor or supplier. The District shall not be responsible for any added costs or delay associated with discharge of such a Subcontractor or supplier.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY



Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on the internet at <https://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed to perform Work under the Contract are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. The Contractor shall pay, and shall cause all Subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

Section 7.03. Records of Hours Worked and Wages.

The Contractor shall keep, and shall cause all Subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code.

In the event that the Contractor and/or any Subcontractor fails to submit certified payroll records to the District within ten (10) calendar days of a request from the District for the records, the Contractor and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Contractor is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

In accordance with Government Code section 8546.7, all books, records, and files of the Contractor, or any Subcontractor, shall be subject to examination and audit by the Auditor General for three (3) years after final payment. Contractor shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 7.04. Additional Requirements for Labor Compliance.

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors to comply. The records kept by the Contractor and all Subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed  
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("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.05. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. The Contractor and all Subcontractors shall comply with the requirements of the Labor Code in the employment of apprentices.

Section 7.06. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sums specified by law and/or the Labor Commissioner, over and above any retention or withholds otherwise authorized by the agreement.

Section 7.07. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which generally prohibits discrimination in the employment of persons upon public works.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision.

The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.



The Contractor shall at all times keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work.

The Contractor shall enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites, and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The District may require that the Contractor immediately remove from the Work any employee of the Contractor or any Subcontractor for cause.

Section 8.02. Contractor's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall conduct its Work so as not to interfere with the District or others engaged in the work. The Contractor shall coordinate its Work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.03. Daily Reports.

No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports on the District's furnished form (via Kahua), which daily reports shall include, without limitation, the identity of Subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

Section 8.04. Fingerprinting.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. The Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If the Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require any person affiliated with Contractor (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will so certify by signing and submitting to the Governing Board of District the certification form attached as Exhibit A to the Agreement for Construction. In addition, Contractor shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit B to the Agreement for Construction. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24. All inspection costs will be paid for by the District.

For contracts requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically and may inspect the Work. The DSA field representative may require certain modifications to the Project as constructed.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. Where the work is required to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection. The Contractor shall provide written notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection. If any part of the Work is covered prior to inspection, the District may order the work to be uncovered so that inspection may be accomplished. The Contractor shall bear all expenses of such examination and satisfactory reconstruction.



Section 9.02. Authority of Project Inspector; Stop Work Notices.

The Project Inspector shall have the authority to order the work stopped if, in the Project Inspector's opinion, that work is proceeding in violation of the Contract Documents or any orders issued by the District, its representatives, or the Architect. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the claim procedures herein. The Contractor shall comply with the instructions of the Architect regarding corrections to cure the defect. The suspended work shall be resumed only when the Architect's instructions are fulfilled. The Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Section 9.03. Inspection of Completed Work.

At any time before final inspection and acceptance of the Work, the District may direct the Contractor to remove or expose any previously-completed work to allow for inspection of work already completed. If the work is defective due to the fault of the Contractor or any Subcontractor, then the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the Contract Documents, then the additional cost involved in the examination and replacement shall be allowed the Contractor and a Change Order shall be issued for such cost and any time impact to the critical path.

Section 9.04. Testing.

The District reserves the right to require the Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Contractor. The District shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, when convenient to the District. The Contractor shall provide written notice to the District Representative at least 24 hours prior to the need for off-site tests or inspections, and the District Representative will arrange such tests or inspections. The Contractor shall bear all expenses of tests performed where the Contractor fails to provide this minimum notice.

The Contractor shall, at the Contractor's sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Contract Documents or due to the Contractor's request for substitution.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing shall be at the Contractor's expense.

Section 9.05. Effect of Inspection, Sampling and Testing.

Neither any inspection nor any testing nor any progress payment shall relieve the Contractor of its obligation to fulfill the Contract as required by the Contract Documents.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. The Contractor shall at all times maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall protect all Work from damage, loss, defacement, or vandalism.



The Contractor shall take every precaution and implement all necessary safeguards for the safety of all employees and others on the Work, and to comply with all applicable safety laws, rules and regulations applicable to the Work (including without limitation all Occupational Safety laws) and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall erect and properly maintain at all times danger signs warning against hazards created by construction.

If work is ongoing while school is in session, the Contractor shall take precautions to prevent injury and access to children and staff, and shall comply with the District's Guidelines for Onsite Safety.

Material storage and vehicle access and parking shall be subject to District approval. The use of alcohol, drugs, or tobacco will not be permitted on District property.

The Contractor's superintendent shall have the duty to prevent accidents and for overall jobsite safety, unless another individual at the Site is designated by the Contractor in writing to the District Representative.

The District shall have neither direct nor indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.02. Protection of Existing Improvements.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction. The Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities, and all damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of time.

Section 10.03. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The Contractor shall provide notice at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

The Contractor shall, at the written instruction of the District Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.04. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction. The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work. The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

Section 10.05. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately



notify the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

Upon the failure of the Contractor to make immediate emergency repairs, the District may perform such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

## ARTICLE 11. SUBMITTALS AND MATERIALS

### Section 11.01. Submittals.

The Contractor shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect. The Contractor shall submit its Submittals so as not to delay the Project. Unless otherwise specified, the Contractor shall allow fourteen (14) days for the District Representative and the Architect to review each Submittal.

Submittals shall be submitted electronically, unless otherwise specified, in the form specified by the District Representative. No Submittals requiring color selections, samples, or shop drawings will be accepted as electronic Submittals. The District Representative will not review the Submittals for technical compliance, but may reject any Submittal found, in the District Representative's judgment, to be incomplete.

By approving and submitting shop drawings, product data, manufacturers' instructions, and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those Submittals with the requirements of the Work and to the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Submittals as may be issued by the District Representative.

### Section 11.02. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the District Representative or Architect. These possible responses are as follows:

A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.

B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.

C. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.

D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.

E. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Contractor proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost.

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The Contractor shall resubmit Submittals in categories “D” and “E” above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to deficient areas. Resubmittals shall be made with sufficient time to avoid delay to the Work.

Section 11.03. Submittals Showing Variation from Contract.

The Contractor must identify any variation or discrepancy between the Submittals and the Contract Documents, and explain why they are requested, in its letter of transmittal. Failure to identify any such variation or discrepancy shall render the approval null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays. The Contractor shall bear all costs associated with any approved variation or discrepancy, including but not limited to design fees, construction management fees, costs incurred by other contractors, and inspection fees.

Section 11.04. Equal Materials.

Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, “or equal.” It is the intent of this article to comply with Public Contract Code Section 3400. If the Contractor desires to use any “equal” brand or manufacturer, it shall apply to the District Representative in writing, within ten (10) business days after Notice of Intent to Award, and shall submit samples and all other information necessary to substantiate its claim of “or equal.”

A request for approval of an “equal” constitutes a certification that the Contractor:

- A. Has investigated the proposed “equal” and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.
- B. Will provide the same or better warranty for the proposed “equal” as for the specified system, process, product or material.
- C. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.
- D. Waives claims for additional costs and/or time which may subsequently become apparent.

The District may determine that samples and testing are required to evaluate a request, and the Contractor shall, at no cost to the District, provide samples and bear all costs of sampling and testing required to decide a request for approval of an “equal.”

The District Representative and/or the Architect shall evaluate the request, and shall approve, deny, or approve with conditions the Contractor’s request. The District’s decision on the request shall be final. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract price and/or time.

Section 11.05. Materials and Products Delivered to the Site.

The Contractor shall confine the storage of all materials, products, and equipment to the areas specified by the District, and shall leave driveways and parking areas clear for the regular use of the public and District employees.

All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.



## ARTICLE 12. PROGRESS PAYMENTS

### Section 12.01. Application for Payment.

Application for Payment shall be made on a monthly basis for work completed. The progress payment will be based on the estimated percentage complete, subject to review and approval by the District. The Contractor shall submit with its application all documents necessary to substantiate its estimate of percentage completion.

For each monthly application for payment, the Contractor shall submit a conditional lien release in the form provided in the Contract Documents warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases for all work through the prior progress payment. For final payment, the Contractor and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases.

No progress payment will be released until the District Representative has received the required lien releases and all required certified payroll and other pay records if requested by the District.

### Section 12.02. Payment; Retention.

The District shall reserve from monies earned by the Contractor a sum equal to five percent (5%) of the estimates.

If requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award, the Contractor may exercise its right to deposit into escrow securities in lieu of retention, or have retention deposited into escrow, in accordance with Public Contract Code section 22300. Upon satisfactory completion of the Contract, the securities or retention plus interest earned shall be returned to the Contractor. If the Contractor exercises its option hereunder, it must notify its Subcontractors in writing, within ten (10) days of the Contractor exercising its option, of their equivalent right to do so.

### Section 12.03. Withholding Additional Amounts.

In addition to the amounts which the District may retain as provided in Section 12.02, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining;
- E. Failure of the Contractor to comply with any lawful or proper direction concerning the Work;
- F. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
- G. Any claim or penalty asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- H. Any liquidated damages which may accrue; or
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

The basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty  
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percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that District reserves the authority to retain greater sums should such sums be necessary in the District's discretion to adequately protect it.

Section 12.04. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment shall relieve the Contractor from its obligations under this Contract, or entitle the Contractor to any extension of time. The Contractor shall continue diligently to prosecute the Work notwithstanding any dispute over payment.

ARTICLE 13. USE OF FEDERAL FUNDS

Section 13.01. Use of Federal Funds.

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

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT.** For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights San Juan Unified School District



to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

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

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

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

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

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

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

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

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

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

ARTICLE 14. DELAYS AND EXTENSIONS OF TIME



Section 14.01. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay beyond the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor, during which the District concludes that work on the critical path cannot continue. The default of any Subcontractor or supplier is not a condition beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, but shall not entitle the Contractor to any adjustment of the Contract price.

2. "Compensable Delay" means an Excusable Delay caused solely by the wrongful acts of the District and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of Contract Time and/or an adjustment of the Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

3. "Inexcusable Delay" means any delay beyond the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of Contract Time or an adjustment of the Contract price.

B. The Contractor may make a claim for an extension of Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in Work which do not prevent or delay the timely completion of the whole Work are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Contractor anticipates or experiences any delay in the prosecution of the Work which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify the cause of the delay, an analysis showing the effect of the delay on the critical path, and the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after knowledge of the facts giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension and any associated additional compensation.

Upon receipt of a request for extension, the District Representative shall investigate the facts in the notice, shall respond to the notice in writing within ten (10) days of receipt of the request, and shall indicate whether it will recommend for or against the extension.

Section 14.03. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified, or within any authorized extension of time, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor  
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and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

#### ARTICLE 15. CHANGES TO THE WORK

##### Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized.

##### Section 15.02. Change Orders.

The District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the scope of the change in the Work; the adjustment in the Contract amount, if any; and the adjustment in the Contract time, if any. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments set forth in the Change Order as full and complete satisfaction of the effects of the changed work.

Any extension of the Contract Time or change in the Contract amount must be included in a Change Order. No Change Order shall cause the total Contract amount to exceed the maximum amount permitted under Public Contract Code section 22032(b) for projects awarded using informal procedures.

If the Contractor believes that it has been directed to do additional work requiring a change in Contract Time or cost, then the Contractor may submit to the District Representative a Proposed Change Order (PCO).

##### Section 15.03. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract amount or Contract time, or both. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor. Signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract amount and Contract time, if any, set forth in the Directive as full and complete satisfaction of the effects of the changed work.

Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the Work involved. It is the intent of the District that all Directives will be converted to a Change Order.

If the Contractor disagrees with the adjustment in the Contract amount, then the adjustment shall be determined based on (1) unit prices stated in the Contract Documents or subsequently agreed upon; (2) the District Representative's estimate of the value of the change; or (3) "time and materials," as defined below.

##### Section 15.04. Allowable Costs.

A. Allowable costs for any Change Order shall be limited to the following:

1. Costs of labor, including labor burden;



2. Actual cost of the project superintendent, but only if associated with a Compensable Delay;
3. Actual costs of materials, including sales tax and delivery;
4. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor Or others;
5. Combined Overhead and Profit of fifteen percent (15%) of the costs specified in (1) through (4) above to the contractor performing the work, plus ten percent (10%) of the amount specified above which is performed by a Subcontractor as the Contractor's markup on such work. Cumulative total markup shall not exceed twenty-five percent (25%).

B. When both additions and credits are involved, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change. If the net value of a change results in a credit, then the credit shall be the actual net cost, plus five percent (5%) for Overhead and Profit.

Section 15.05. Time and Materials Adjustment.

For time and materials pricing, the price shall be calculated using the Allowable Costs in Section 15.04. Time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work.

The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.

The Contractor shall, with its progress payment requests, specify all work performed under a T & M Directive during the period of the progress payment request. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. No costs will be allowed for work not specified with the progress payment request or timely included in a reconciliation.

Section 15.06. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

Section 15.07. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

A. If any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.
3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.



A. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive.

B. If a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall proceed with all work to be performed. The Contractor shall retain any and all rights which pertain to the resolution of disputes between the parties.

C. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section.

Section 15.08. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract amount or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Failure to provide timely written notice within shall constitute a waiver by the Contractor of any claim for a change in the Contract amount or Contract time.

ARTICLE 16. [Reserved]

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship and Correction of Work.

The District shall have the right to reject materials and workmanship which are determined to be defective or fail to comply with the Contract Documents. The Contractor shall promptly correct all work rejected by the District. Rejected workmanship and materials shall be corrected to the satisfaction of the District and/or Architect all without added cost to the District and/or an increase in the Contract time.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, then the Contractor agrees that an equitable deduction from the Contract amount shall be made therefor.

If, within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition.

Section 17.02. Notice of Default; Deduction of Cost.

If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails to commence correction of any such defective Work within three (3) days after receipt of written notice of the defect from the District, then the District may correct the deficiencies and may complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other associated costs. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work for the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall,  
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unless the notice directs otherwise, immediately discontinue Contractor's Work, take necessary actions to protect the Work, and take such other actions reasonably directed by the District to transfer or terminate any obligations associated with the Work.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) at Contract rates for Work performed in conformity with the Contract, less amounts previously paid; plus (2) previously unpaid and documented costs for materials delivered to the Site but not incorporated in the Work, not to exceed the portion of the Contract amount allocable to said items; plus (3) proven losses with respect to materials and equipment directly resulting from the termination; plus (4) reasonable demobilization costs.

If this Contract is terminated for default, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract for the following causes:

A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor; or

B. The Contractor or any of its Subcontractors materially breach any of the provisions of the Contract Documents, including without limitation failure of the Work to conform to the Contract Documents, failure to complete the Work within the Contract time, failing to make prompt payment to Subcontractors or suppliers, persistent failure to comply with the law or the instructions of the District or its representatives or agents, failure to keep required insurance in effect, or any other such material breach.

Prior to terminating for cause, the District shall give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract. Unless the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof within seven (7) days of the delivery of such notice, the District shall have the right to terminate the Contractor's right to complete the Work by written notice to the Contractor and its surety or sureties. Upon such notice, the surety shall have the rights and obligations set forth in the performance bond.

If the District takes over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination, subject to the District providing notice of acceptance of the assignment in writing, and only as to those orders and/or contracts which the District designates in writing. If the Contractor's right to proceed is terminated, then the Contractor shall not be entitled to receive any further payment until the Work is finished, and shall be liable to the District for all losses incurred by the District in completing the Work.

Section 18.03. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination.

Section 18.04. Wrongful Termination.

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the District, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Article 23. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

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The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner, including removing all dirt, debris, and waste from the Project, the adjacent sidewalks and streets, and the working area.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the Site and adjacent areas of all material related to its performance of the Work. Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work Site is clean.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that its Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect shall schedule a punch list inspection or inform the Contractor that the work is not ready for punch list inspection. The Contractor or its representatives shall be present at the punch list inspection.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

Section 20.02. Punch List.

The District shall prepare a written punch list notifying the Contractor of any deficiencies to be remedied prior to final acceptance. The Contractor shall remedy all items shown on the punch list prior to final acceptance.

Upon completion of any punch list work, the Contractor shall again request a punch list inspection. If the Work still does not comply with the Contract Documents, then the District may issue such further punch lists as may be required or deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents.

The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

Section 20.03. Use of Work Prior to Acceptance.

The District may take possession of a portion of the Work prior to final acceptance. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200. The Contractor shall be obligated to make only those repairs in the portion of the Work occupied prior to acceptance that are due to defective material or workmanship, or the operations of the Contractor, but not those due to ordinary wear and tear.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Contractor determines that all of its Work is complete and all items on the punch list have been satisfied, the Contractor shall submit to the District Representative a certificate of completion, an application for final payment, and the following items:

- A. As-built drawing information.
- B. Three (3) sets of required operation and maintenance documentation.
- C. Hazardous material documentation, if required.
- D. Form DSA-6 Final Verified Reports.
- E. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.

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F. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.

G. Other items as required in the Construction Administrative Procedures Manual.

No payment will be processed unless accompanied by the above listed submissions in acceptable form.

Section 21.02. Final Payment Process.

Upon receipt of the Contractor's final payment application, the District Representative shall review the submittals required by this Article and verify that all of the Work is complete, including all punch list items.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, stating that the Contractor has submitted the required documents, detailing any deviations in the Work from the Contract Documents, and estimating the cost of correction of such deviations. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

The District Representative shall either (1) recommend that the District accept the payment application, or (2) reject the payment application, stating the basis therefor, and, within twenty (20) days of receipt of the final payment application, submit a written estimate of the sum due to the Contractor.

If the Contractor contests the estimate of sums due prepared by the District Representative, then the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due. This final payment shall be made within sixty (60) days after completion, as defined below, and recordation of the Notice of Completion.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion; Final Payment.

Completion means the Contractor's complete performance of all Work required by the Contract Documents, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and formal acceptance by the District. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period, beginning when the correction is complete.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent

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with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

“Claim” means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) payment of an amount that is disputed by the District.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District’s records and the Claim documentation submitted by the claimant, which shall include but not be limited to the following: background statement; chronology (including dates of all key events); explanation of the Contractor’s position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, meeting notes, inspection reports, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; Subcontractor payment releases; quantity reports; general ledgers and any other accounting materials.

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Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the claimant. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.

23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

23.03.06 If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed

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portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Every party with an interest in a claim submitted to the District, including the Contractor and any Subcontractor or material supplier, shall include the following "Claim Certification" with every claim submitted to the District. Failure to include the required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.



The claim certification required by this section shall provide as follows:

**CLAIM CERTIFICATION**

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.* ("Act"), I certify that I have read and am familiar with the provisions of the Act; that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: \_\_\_\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. No Oral Agreements.

No oral agreement shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement entitle the Contractor to any additional payment or time to perform.

Section 24.02. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.03. Contractor Not Agent, Nor Employee.

Neither Contractor, nor any Subcontractor, nor any officer, agent, or employee of either, is an officer, agent, or employee of the District.

Section 24.04. No Third Party Beneficiaries.

The Contract is entered into solely between the District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise.

Section 24.05. Access to Records.

The District shall have access, upon reasonable notice and during normal business hours, to any books, documents, San Juan Unified School District



accounting records, project files, and other relevant records of the Contractor and all Subcontractors directly or indirectly pertinent to the Work. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION



## CONSTRUCTION PROJECTS GUIDELINES FOR SCHOOL SITE PROJECTS

### WELCOME TO THE SAN JUAN UNIFIED SCHOOL DISTRICT

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to repair and/or improve our schools.

### START AND END TIMES

The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. The schedule can be obtained in the Principal's Office.

### PARKING

Please check with the Project Planner/Coordinator for approved parking and staging locations.

### WORKER IDENTIFICATION BADGES

We have spent a great deal of time educating students about "possible danger of strangers." Some teachers, students, and parents will be suspicious of any unknown person on campus, so wear your identifying badge, provided by the school district, at all times. There is a \$2.00 non-refundable handling fee per identification badge which will be payable to San Juan Unified School District at the time of order. Lost badges are charged to contractor at \$100 each per Master Badge Receipt form.

### DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a "spotter" WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a "spotter" when backing up at any time on school grounds.

### WORKING WITHIN DESIGNATED AREAS

Construction is allowed only in designated areas. Major construction will be in fenced areas. Workers, materials, and equipment (including storage) will not be allowed outside designated areas.

### CLASSROOM DISRUPTIONS

Before entering an area where construction is in progress, you are required to notify the school district management or the school principal. Enter quietly, stay as long as you need to, keeping disruption to a minimum. Do NOT engage in conversation with students unless the teacher invites you to explain why you are there. Young children cannot handle a lot of detail. They may be more interested in your tool belt than in your area of expertise. Older students may be interested in delaying their school work; so keep your information short.

Some teachers will involve their students in the construction process. Classes may be outside watching you work and, in some cases, asking questions. If they approach you at a time when it is not convenient to talk, it is fine to tell them you are busy at this time and may be available later.

### LUNCH

Lunch time at schools is busy and congested. Avoid getting in the student path of travel. Lunch times vary by site. The schedule can be obtained at the site.



## **RECESSES**

These usually last 15-20 minutes. In most elementary schools there is a morning and an afternoon recess. Schedules can be obtained at the site.

## **CONSTRUCTION BREAKS AND LUNCHES**

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings and locations where students congregate. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the portable restroom facilities only, if available. Otherwise, use staff restrooms.

## **SMOKING, DRUGS, ALCOHOL, RADIOS, APPROPRIATE LANGUAGE AND DRESS**

- San Juan is a 'tobacco-free facility' district-wide. If you want to smoke or chew, please do so off campus.
- Use or possession of alcohol or drugs of any kind on campus is strictly forbidden.
- Please do not play radios and when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. San Juan tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.
- Dress appropriately for the work site. Shirts must be worn at all times. Specifically, tank tops are not allowed. Additionally, what is written or pictured on clothing must comply with the requirement of acceptable language above and must avoid reference to tobacco, alcohol, and drugs.
- Violation of any of the above may result in immediate automatic dismissal



**San Juan Unified School District**  
Facilities Business Dept.

**FORM OF CONTRACT**

ARTICLE 1. AGREEMENT FOR CONSTRUCTION

This contract is contingent upon San Juan Unified School District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this **June 9, 2026** by and between the San Juan Unified School District (hereinafter referred to as "District"), and **SitelogIQ, Inc.**, an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 - SCOPE OF WORK.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **Howe Ave Elementary School MP HVAC Unit Replacement project #123-9390-CIP-26**.

Replace HVAC equipment, reduce the District's utility costs and operational expenses by replacing the failing HVAC equipment at **Howe Ave Elementary School** with new high energy efficient units identified in the HVAC scope of work below.

**Basis of Energy Engineering**

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from January 2025 through January 2026. The Baseline data takes into consideration the quantity of facilities and size; 2025/2026 building operational schedules; 2025/2026 School Calendar and 2025/2026 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, this information has been obtained from the District. Selected energy savings calculations have been performed with the help of the Energy Saving Calculators developed by California Energy Commission (CEC). Contractor has no control over engineering methodologies, formulas, and assumptions utilized by CEC in on-line Energy Saving Calculators.

Since Contractor does not control/follow the building/site operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than San Juan Unified School District

Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on District inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principles for an additional fee (excluded from this Scope of Work). The District is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The District shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in future years and for trouble-free operation, District agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The District may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

### **Basis of Design**

As requested, Contractor will be replacing the existing units listed below with new high efficient equipment of equal capacity. In the absence of reliable as-built drawings, these in-kind maintenance replacements are based on the assumption that the original units have been permitted, approved and installed per DSA standards and regulations and have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms, or any pre-existing supports, electrical, gas & condensate drain connections, weather proofing/roofing systems and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on energy efficiency and economic viability. These in-kind maintenance replacements of the failing equipment do not alter or affect primary or secondary structural framing members. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement of HVAC units. According to State of California Division of State Architect Office of IR A-22 (Issued on 2/3/2026), IR 11B-6 (Revised on 05/27/21) and applicable Sections 17280-17316 of the California Education Code, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only. These maintenance in-kind replacements of the failing equipment do not affect the usability of the facilities and are not structural in nature. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the

scope of work based on the unknown pre-existing conditions. Should they arise, a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required.

Contractor will use the current 2025 Title-24, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

**Scope of Work**

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Provide and install new package HVAC units listed below. As applicable, new equipment will be provided with or ready for installation of MERV-13 filters. New roof top equipment will have louvered hail guard/coil protection.
- Provide and install economizers as required.
- Provide sheet metal transitions and adapter curbs as required to connect new units to existing openings.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical services to new equipment, replace disconnects as required.
- Replace existing seal tight electrical conduits with new.
- Provide and install new galvanized condensate piping from the (2) units to the adjacent roof gutter. All unit connections will have a Schedule 80 PCV nipple before connection to the galvanized piping to protect factory condensate pan.
- Provide and install (6) District standard anchored roof supports. (4) for the condensate piping and (2) for the electrical feed to the units.
- Remove and reconnect the existing DDC controls.
- Provide roof/site plans and equipment schedules for the maintenance HVAC replacement projects, for information purposes only.
- Provide a pre-and-post-air reading for packaged roof top equipment only, that is being replaced.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- Two-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up. Additional manufacture warranty will be provided by the manufacture after the initial Contractor warranty period.

The quantities, sizes and location of new HVAC units included in this project are listed below:

Howe Avenue Elementary School						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER Meets T-24 Requirements	Heating Efficiency AFUE % Meets T-24 Requirements
MPR 1&2	2	12.5	GE	Trane or Similar	Yes	Yes

Notes:

- \* H/P – denotes Heat Pump system unit.
- \*\* G/E – denotes Gas Electric system unit.
- \*\*\* Equipment brand noted above can be substituted with similar equipment based on the availability at the time of the scheduled installation below), constructability and other considerations as determined by the Project Manager.

### **HVAC Scope of Work Exclusions**

- Humidity controls for all areas.
- Sheetrock work, Framing, Stucco, Painting, Plumbing, Fire Sprinklers, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Replacement and repair of existing metallic electrical conduits.
- Anchored supports where not specifically mentioned above.
- Installation of power exhaust and/or relief hood/dampers.
- DDC controls and upgrades; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- Mechanical calculations and engineering, this is a maintenance in-kind replacement project.
- DSA fees, reviews and approvals above. *Note: If a Form 7 or 999 Form is submitted to DSA by the District, the DSA plan checkers may request a complete design though it isn't part of the scope of work. Additional engineering & pre-existing Access, Structural & FLS upgrades & integration costs (if any) will be submitted to the District for review & approval prior to executing the work.*
- Any items not specified in this Scope.

### Section 2 - CONTRACT DOCUMENTS.

The Contract Documents, sometimes also referred to as "the Contract", consist of the Energy Savings Request for Proposals, the Request for Proposals Response Form and Questionnaire, Respondent's Agreement, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

### Section 3 - DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

### Section 4 - CONTRACT AMOUNT.

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of **One Hundred Twenty Eight Thousand Four Hundred Ninety DOLLARS (\$ 128,490.00)**, subject to adjustment as provided in the Contract Documents.

An Allowance has been allocated to this contract, to be used at the sole discretion of the District Representative. Unused portions of the allowance will be deducted via change order. Refer to Exhibit C for documenting use of Allowance.

**Allowance (in figures): \$ 12,849.00**

### Section 5 - MONTHLY PROGRESS PAYMENTS.

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

### Section 6 - FINAL PAYMENT.

Final payment shall be made in accordance with Article 21 of the General Conditions.

Section 7 - RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under this provisions of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

Section 8 - TIME OF COMPLETION.

The Work shall be commenced on the date specified and shall be fully completed as described in the Contract Documents, including, without limitation, the General Conditions, within **150 Calendar Days of the date of the Notice to Proceed**, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 - NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of **\$1,000** per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 11 - PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Section 12 - UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

"In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

Section 13 - ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District San Juan Unified School District

first obtained.

Section 14 - NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 - AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 16 - AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

Section 17 - FINGERPRINTING.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice ("DOJ"). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as Exhibit A and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as indicated in Exhibit B. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with this Section 17 of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

Section 18 - GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 19 – WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

Section 20 – APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise San Juan Unified School District

qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

Section 21 – DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the District’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project. Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Contractors are required by law to be licensed and regulated by the Contractor’s State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.**

District: San Juan Unified School District

By: \_\_\_\_\_  
Nicholas Arps

Its: Director of Facilities, Construction, and Modernization

Contract Amount: **\$141,339.00**

By: \_\_\_\_\_  
Frank Camarda

Its: Chief Operations Officer

Board Approval Date: **June 9, 2026**

Contractor: **SitelogIQ, Inc.**

By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

License Number: \_\_\_\_\_

Contractor DIR Registration #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that \_\_\_\_\_, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary Signature

**EXHIBIT A TO FORM OF CONTRACT**

**CERTIFICATION**

I, \_\_\_\_\_, on behalf of **SitelogIQ, Inc.** certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 17 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of **SitelogIQ, Inc.** who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Contractor's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)



## EXHIBIT C TO FORM OF CONTRACT

### ALLOWANCES

#### A. Application of Allowances:

Allowances shall be used efficiently and expeditiously to minimize cost and delay to the Project. Prior to commencing any work that would result in the utilization of an Allowance, Contractor shall give the District written notice of its request to use such funds, and the specific Allowance to be used if more than one Allowance is included in the Contract. Contractor shall specify whether it proposes to perform the Allowance work for a lump sum or at force account. The District shall respond to Contractor's requested use of Allowance funds within five (5) business days of receipt of the request. The District's response shall either a) approve of the use of the Allowance, b) approve the use of the Allowance but propose a different amount, c) deny the use of the Allowance and specify the reason, or d) request further information to evaluate the requested use of the Allowance. If the Contractor commences the work without giving the District the required written notice, the Contractor shall, for all purposes, be deemed to have waived its rights to additional compensation for such work.

#### B. Documenting Use of Allowances:

The Contractor's monthly pay application shall include Allowance amounts used and remaining. If the Allowance is approved by force account, the Contractor shall separately track all labor, materials, and equipment used for the Work to be covered by the Allowance and shall submit such documentation to the District Representative at the end of each working day for review and approval.



**Section 00 61 13.13 – PAYMENT BOND FORM**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, San Juan Unified School District (the "District") has awarded to **SitelogIQ, Inc.**, as Principal a contract dated **June 9, 2026** for the furnishing of all labor, materials, equipment, transportation and services for the construction of **Howe Ave Elementary School MP HVAC Unit Replacement Project # 123-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.
2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.
6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's  
Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
Attn: Nic Arps  
5320 Hemlock Street  
Sacramento, CA 95841



## PERFORMANCE BOND FORM

Bond No. \_\_\_\_\_

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, San Juan Unified School District hereinafter referred to as "District" and **SitelogIQ, Inc.**, (hereinafter referred to as "Contractor"), have entered into a written contract dated **June 9, 2026**, for furnishing of all labor, materials, equipment, transportation and services for the construction of **Howe Ave Elementary School MP HVAC Unit Replacement Project # 123-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
  - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
  - 3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
 Attn: Nic Arps  
 5320 Hemlock Street  
 Sacramento, CA 95841

**GUARANTEE FORM**  
**(put on letterhead)**

ARTICLE 1. GUARANTEE FORM

\_\_\_\_\_ unconditionally guarantees that the Work performed at **Howe Ave Elementary School MP HVAC Unit Replacement Project # 123-9390-CIP-26, approved by SJUSD on 6/9/2026**, has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

## Fingerprint Certification

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 8.08 of the contract General Conditions, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of \_\_\_\_\_ who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

## SPECIAL CONDITIONS

1. **THE SAN JUAN UNIFIED SCHOOL DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. It is the intent of the District to award this contract to the lowest responsible bidder.
3. Contractor shall commence the work after receipt of Purchase Order from the District and will diligently prosecute the work.
4. All work must be completed by AS SPECIFIED ON QUOTE FORM.
5. Bid price to be held firm for a period of thirty (30) days.
6. Any questions concerning this project should be directed to \_\_\_\_\_, at (916) \_\_\_\_\_.
7. **IT SHALL BE THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER UPON DISCOVERY OF ANY DISCREPANCY IN BID FORM, SPECIFICATIONS, OR DRAWINGS TO BRING SUCH DISCREPANCY TO THE ATTENTION OF THE BUYER PRIOR TO THE BID OPENING DATE AND TIME.**
8. Pursuant to Public Contract Code #7104, the contractor shall promptly and before the following conditions are disturbed, notify the district in writing of any:
  - A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class 111 disposal site in accordance with provisions of existing law.
  - B) Subsurface or latent physical conditions at the site differing from those indicated.
  - C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
  - D) That the district shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
  - E) That, in the event that a dispute arises between the district and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. An applicable, valid, California State Contractor's license is a requirement for this project.
10. **PREVAILING WAGES:** If contract is issued for \$1,000.00 or more, the contractor, and any sub-contractor, shall not pay less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the prevailing rate of wages for each craft, classification, or type of worker needed to execute the contract pursuant to Sections 1770 to 1780, inclusive of the California Labor Code. The prevailing rate of wages is on file with the Sacramento County Schools, Office of the Secretary of the Governing Board, 9738 Lincoln Village Drive, Sacramento, CA 95827. Copies shall be made available to any interested party upon request. The contractor shall post a copy of such determination at each job site.



## GENERAL CONDITIONS

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## ARTICLE 1. DEFINITIONS

### Section 1.01. Architect.

The "Architect" is the architectural firm engaged as an agent by the District to perform the services set forth in the Contract Documents.

The Architect is designated by the District as the District's agent to perform all functions delegated to the Architect by the Contract Documents.

### Section 1.02. Change Order.

"Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District and the Contractor, authorizing a change in the Work and/or an adjustment in the Contract amount and/or the Contract time. Change Orders may incorporate CCDs, some of which require DSA approval prior to being incorporated into the Change Order.

### Section 1.03. Construction Administrative Procedures Manual.

The "Construction Administrative Procedures Manual" is the manual produced by the District Representative to describe the administrative procedures which will be used on the job-site during construction. This manual outlines administrative procedures which are described in detail in these General Conditions, as well as describing other administrative procedures which may be specific to the Project.

### Section 1.04. Contract Documents.

The "Contract Documents" shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

### Section 1.05. Contract Time.

"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.

### Section 1.06. Contractor.

"The Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the Agreement for Construction of the Work with the District or its legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

### Section 1.07. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

### Section 1.08. District.

"District" shall mean the San Juan Unified School District, a California school district. The District is sometimes designated "Owner" in the Contract Documents.

### Section 1.09. District Representative.

"District Representative" shall mean the District's designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative may or may not be a construction manager. The District Representative will be the Contractor's primary contact during construction of the Project.

### Section 1.10. Division of the State Architect.

"Division of the State Architect" or "DSA" is the California State agency responsible for checking contract documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site.

San Juan Unified School District



The Division of the State Architect also approves inspectors on all public school projects.

Section 1.11. Notice of Intent to Award.

The "Notice of Intent to Award" is issued following District approval of bids. It authorizes the Contractor to obtain required bonds and insurance and to procure all materials and equipment necessary to fulfill its contract within the time shown in the schedule.

Section 1.12. Notice to Proceed.

"Notice to Proceed" is the notice given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Notice of Intent to Award. The Notice to Proceed establishes the start of the Work and authorizes the Contractor to begin construction.

Section 1.13. Project.

"Project" shall mean the total design and construction of the work of improvement described in the Contract Documents, of which the Work may be the whole or a part and which may include construction by District or by separate contractors.

Section 1.14. Project Inspector.

The "Project Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.15. Site.

"Site" is the area within which the Project is to be constructed.

Section 1.16. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.17. Special Provisions.

The "Special Provisions" are specific clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.

Section 1.18. Specifications.

"Specifications" include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a Change Order.

Section 1.19. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement.

Section 1.20. Work.

The "Work" shall mean that scope of work to be performed hereunder and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.



## ARTICLE 2. CONTRACT DOCUMENTS

### Section 2.01. The Contract.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by a written Change Order. The Contract Documents do not create any contractual relationship between the District and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, water, light, heat, utilities, transportation and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

### Section 2.02. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or when the facsimile transmission is complete; or one business day after email transmission; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

### Section 2.03. Rights and Remedies.

The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the District available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Neither the inspection by District or its agents, nor any payment for any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall waive any provision of the Contract Documents, or any power reserved to District, or any right to damages. The failure of the District to insist on the strict performance of any one or more of the provisions of this Contract, or to exercise any right, shall not waive the District's right to subsequently demand such strict performance or to exercise such right(s).

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

### Section 2.04. Unenforceability of any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.



ARTICLE 3. INDEMNIFICATION AND INSURANCE

Section 3.01. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

In claims against any person or entity herein indemnified that are made by an employee, agent, independent contractor, subcontractor or supplier, or anyone else for whose acts the Contractor may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 3.02. Insurance.

The Contractor and its Subcontractors (except as otherwise provided herein) shall obtain, and maintain during the entire Contract, at their sole cost and expense, the following insurance:

a. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall provide workers' compensation insurance as required by law covering all workplaces involved in the Contract Documents. By executing the contract, the Contractor acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions.

b. Liability Insurance: The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverages:

i. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal injury liability, and products completed operations liability. Coverage shall be with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

ii. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$2,000,000.

iii. Additional coverages and/or limits may be required in the Special Provisions.

All liability insurance shall be written on an occurrence basis. The liability insurance policies shall be endorsed San Juan Unified School District



(1) to include by name the District, Architect, District Representative, and any other consultant retained by the District as additional insureds and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation for losses arising from work performed by the Contractor for the District.

c. **Builder's Risk Insurance:** The Contractor shall purchase, maintain and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, insurance as to protect the District from loss or damage to work in the course of construction. This insurance shall be in the form of "Builders All-risk", "All-risk Installation Floater" or the equivalent, and the limits of liability shall be equal to one hundred percent (100%) of the contract value. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear. Notwithstanding any other requirement herein, Subcontractors shall not be required to obtain such insurance.

Certificates of all required insurance by the Contractor and copies of its insurance policies and endorsements shall be delivered to the District within five (5) working days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified herein.

Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

#### ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

##### Section 4.01. Department of Industrial Relations Registration.

The Contractor, and any subcontractor, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration throughout the term of this Contract.

##### Section 4.02. Permits.

The District will pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District will reimburse the Contractor for utility connection fees, encroachment permits, and utility service charges (other than temporary utility charges) necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor.

##### Section 4.03. Compliance with Laws and Regulations.

The Contractor shall observe and comply with all laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.



ARTICLE 5. DRAWINGS AND SPECIFICATIONS

Section 5.01. Subsurface Conditions.

Where information regarding subsurface conditions is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. This information is only included for the convenience of bidders, including the Contractor, and the District assumes no responsibility with respect to the sufficiency or accuracy of the information or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work or that unanticipated conditions may not occur.

Section 5.02. Existing Utilities Lines ; Site Survey ; Contractor Reliance

Pursuant to Government Code section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such Work. When required by the scope of the Work, the District will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site Work shall be provided by the Contractor. Any test borings and soils reports for the Project have been made for the District to indicate the subsurface materials that might be encountered at particular locations on the Project. The District has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The District does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the District's request, the Contractor shall make available to the District the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor. The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the District and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

Section 5.03. Interpretations and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, then before proceeding with the work affected, the Contractor shall notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work.

Should the Contractor proceed with the work affected before receipt of instructions and/or authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of time.

The Architect, through the District Representative, may furnish supplemental drawings or instructions to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. If supplemental drawings or instructions are known to involve extra cost, then the Contractor shall be asked to price the extra work. These



supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

If the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the resulting change in cost. The District Representative shall then determine whether a Change Order shall be issued. The Contractor shall perform such work without delay.

Section 5.04. As-Built Drawings and Specifications.

The Contractor shall maintain a master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. Failure to comply with the preparation of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion and of final payment, the Contractor shall provide the original as-built drawings and specifications, together with all additional information requested by the Architect. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier as it is for its own acts and omissions. Any and all discussions between any Subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

No contractual relationship exists between any Subcontractor or supplier and the District, and this Contract shall not be construed to be for the benefit of any Subcontractor or supplier.

Each Subcontractor shall have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project. Each Subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration through final completion of the Project.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

Section 6.02. Use of Listed Subcontractors.

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, requiring use of Subcontractors listed in the Contractor's bid.

Section 6.03. Termination of Unsatisfactory Subcontractors.

When any subcontracted portion of the Work is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, the District may, in its discretion, direct the Contractor to discharge the Subcontractor or supplier. The District shall not be responsible for any added costs or delay associated with discharge of such a Subcontractor or supplier.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY



Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on the internet at <https://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed to perform Work under the Contract are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. The Contractor shall pay, and shall cause all Subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

Section 7.03. Records of Hours Worked and Wages.

The Contractor shall keep, and shall cause all Subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code.

In the event that the Contractor and/or any Subcontractor fails to submit certified payroll records to the District within ten (10) calendar days of a request from the District for the records, the Contractor and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Contractor is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

In accordance with Government Code section 8546.7, all books, records, and files of the Contractor, or any Subcontractor, shall be subject to examination and audit by the Auditor General for three (3) years after final payment. Contractor shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 7.04. Additional Requirements for Labor Compliance.

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors to comply. The records kept by the Contractor and all Subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed  
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("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.05. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. The Contractor and all Subcontractors shall comply with the requirements of the Labor Code in the employment of apprentices.

Section 7.06. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sums specified by law and/or the Labor Commissioner, over and above any retention or withholds otherwise authorized by the agreement.

Section 7.07. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which generally prohibits discrimination in the employment of persons upon public works.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision.

The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.



The Contractor shall at all times keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work.

The Contractor shall enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites, and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The District may require that the Contractor immediately remove from the Work any employee of the Contractor or any Subcontractor for cause.

Section 8.02. Contractor's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall conduct its Work so as not to interfere with the District or others engaged in the work. The Contractor shall coordinate its Work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.03. Daily Reports.

No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports on the District's furnished form (via Kahua), which daily reports shall include, without limitation, the identity of Subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

Section 8.04. Fingerprinting.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. The Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If the Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require any person affiliated with Contractor (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will so certify by signing and submitting to the Governing Board of District the certification form attached as Exhibit A to the Agreement for Construction. In addition, Contractor shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit B to the Agreement for Construction. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24. All inspection costs will be paid for by the District.

For contracts requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically and may inspect the Work. The DSA field representative may require certain modifications to the Project as constructed.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. Where the work is required to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection. The Contractor shall provide written notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection. If any part of the Work is covered prior to inspection, the District may order the work to be uncovered so that inspection may be accomplished. The Contractor shall bear all expenses of such examination and satisfactory reconstruction.



Section 9.02. Authority of Project Inspector; Stop Work Notices.

The Project Inspector shall have the authority to order the work stopped if, in the Project Inspector's opinion, that work is proceeding in violation of the Contract Documents or any orders issued by the District, its representatives, or the Architect. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the claim procedures herein. The Contractor shall comply with the instructions of the Architect regarding corrections to cure the defect. The suspended work shall be resumed only when the Architect's instructions are fulfilled. The Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Section 9.03. Inspection of Completed Work.

At any time before final inspection and acceptance of the Work, the District may direct the Contractor to remove or expose any previously-completed work to allow for inspection of work already completed. If the work is defective due to the fault of the Contractor or any Subcontractor, then the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the Contract Documents, then the additional cost involved in the examination and replacement shall be allowed the Contractor and a Change Order shall be issued for such cost and any time impact to the critical path.

Section 9.04. Testing.

The District reserves the right to require the Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Contractor. The District shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, when convenient to the District. The Contractor shall provide written notice to the District Representative at least 24 hours prior to the need for off-site tests or inspections, and the District Representative will arrange such tests or inspections. The Contractor shall bear all expenses of tests performed where the Contractor fails to provide this minimum notice.

The Contractor shall, at the Contractor's sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Contract Documents or due to the Contractor's request for substitution.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing shall be at the Contractor's expense.

Section 9.05. Effect of Inspection, Sampling and Testing.

Neither any inspection nor any testing nor any progress payment shall relieve the Contractor of its obligation to fulfill the Contract as required by the Contract Documents.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. The Contractor shall at all times maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall protect all Work from damage, loss, defacement, or vandalism.



The Contractor shall take every precaution and implement all necessary safeguards for the safety of all employees and others on the Work, and to comply with all applicable safety laws, rules and regulations applicable to the Work (including without limitation all Occupational Safety laws) and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall erect and properly maintain at all times danger signs warning against hazards created by construction.

If work is ongoing while school is in session, the Contractor shall take precautions to prevent injury and access to children and staff, and shall comply with the District's Guidelines for Onsite Safety.

Material storage and vehicle access and parking shall be subject to District approval. The use of alcohol, drugs, or tobacco will not be permitted on District property.

The Contractor's superintendent shall have the duty to prevent accidents and for overall jobsite safety, unless another individual at the Site is designated by the Contractor in writing to the District Representative.

The District shall have neither direct nor indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.02. Protection of Existing Improvements.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction. The Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities, and all damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of time.

Section 10.03. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The Contractor shall provide notice at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

The Contractor shall, at the written instruction of the District Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.04. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction. The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work. The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

Section 10.05. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately

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notify the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

Upon the failure of the Contractor to make immediate emergency repairs, the District may perform such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

## ARTICLE 11. SUBMITTALS AND MATERIALS

### Section 11.01. Submittals.

The Contractor shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect. The Contractor shall submit its Submittals so as not to delay the Project. Unless otherwise specified, the Contractor shall allow fourteen (14) days for the District Representative and the Architect to review each Submittal.

Submittals shall be submitted electronically, unless otherwise specified, in the form specified by the District Representative. No Submittals requiring color selections, samples, or shop drawings will be accepted as electronic Submittals. The District Representative will not review the Submittals for technical compliance, but may reject any Submittal found, in the District Representative's judgment, to be incomplete.

By approving and submitting shop drawings, product data, manufacturers' instructions, and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those Submittals with the requirements of the Work and to the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Submittals as may be issued by the District Representative.

### Section 11.02. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the District Representative or Architect. These possible responses are as follows:

A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.

B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.

C. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.

D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.

E. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Contractor proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost.

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The Contractor shall resubmit Submittals in categories “D” and “E” above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to deficient areas. Resubmittals shall be made with sufficient time to avoid delay to the Work.

Section 11.03. Submittals Showing Variation from Contract.

The Contractor must identify any variation or discrepancy between the Submittals and the Contract Documents, and explain why they are requested, in its letter of transmittal. Failure to identify any such variation or discrepancy shall render the approval null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays. The Contractor shall bear all costs associated with any approved variation or discrepancy, including but not limited to design fees, construction management fees, costs incurred by other contractors, and inspection fees.

Section 11.04. Equal Materials.

Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, “or equal.” It is the intent of this article to comply with Public Contract Code Section 3400. If the Contractor desires to use any “equal” brand or manufacturer, it shall apply to the District Representative in writing, within ten (10) business days after Notice of Intent to Award, and shall submit samples and all other information necessary to substantiate its claim of “or equal.”

A request for approval of an “equal” constitutes a certification that the Contractor:

- A. Has investigated the proposed “equal” and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.
- B. Will provide the same or better warranty for the proposed “equal” as for the specified system, process, product or material.
- C. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.
- D. Waives claims for additional costs and/or time which may subsequently become apparent.

The District may determine that samples and testing are required to evaluate a request, and the Contractor shall, at no cost to the District, provide samples and bear all costs of sampling and testing required to decide a request for approval of an “equal.”

The District Representative and/or the Architect shall evaluate the request, and shall approve, deny, or approve with conditions the Contractor’s request. The District’s decision on the request shall be final. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract price and/or time.

Section 11.05. Materials and Products Delivered to the Site.

The Contractor shall confine the storage of all materials, products, and equipment to the areas specified by the District, and shall leave driveways and parking areas clear for the regular use of the public and District employees.

All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.



## ARTICLE 12. PROGRESS PAYMENTS

### Section 12.01. Application for Payment.

Application for Payment shall be made on a monthly basis for work completed. The progress payment will be based on the estimated percentage complete, subject to review and approval by the District. The Contractor shall submit with its application all documents necessary to substantiate its estimate of percentage completion.

For each monthly application for payment, the Contractor shall submit a conditional lien release in the form provided in the Contract Documents warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases for all work through the prior progress payment. For final payment, the Contractor and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases.

No progress payment will be released until the District Representative has received the required lien releases and all required certified payroll and other pay records if requested by the District.

### Section 12.02. Payment; Retention.

The District shall reserve from monies earned by the Contractor a sum equal to five percent (5%) of the estimates.

If requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award, the Contractor may exercise its right to deposit into escrow securities in lieu of retention, or have retention deposited into escrow, in accordance with Public Contract Code section 22300. Upon satisfactory completion of the Contract, the securities or retention plus interest earned shall be returned to the Contractor. If the Contractor exercises its option hereunder, it must notify its Subcontractors in writing, within ten (10) days of the Contractor exercising its option, of their equivalent right to do so.

### Section 12.03. Withholding Additional Amounts.

In addition to the amounts which the District may retain as provided in Section 12.02, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining;
- E. Failure of the Contractor to comply with any lawful or proper direction concerning the Work;
- F. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
- G. Any claim or penalty asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- H. Any liquidated damages which may accrue; or
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

The basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty  
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percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that District reserves the authority to retain greater sums should such sums be necessary in the District's discretion to adequately protect it.

Section 12.04. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment shall relieve the Contractor from its obligations under this Contract, or entitle the Contractor to any extension of time. The Contractor shall continue diligently to prosecute the Work notwithstanding any dispute over payment.

ARTICLE 13. USE OF FEDERAL FUNDS

Section 13.01. Use of Federal Funds.

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

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT.** For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights

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to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

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

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

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

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

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

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

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

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

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

#### ARTICLE 14. DELAYS AND EXTENSIONS OF TIME

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Section 14.01. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay beyond the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor, during which the District concludes that work on the critical path cannot continue. The default of any Subcontractor or supplier is not a condition beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, but shall not entitle the Contractor to any adjustment of the Contract price.

2. "Compensable Delay" means an Excusable Delay caused solely by the wrongful acts of the District and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of Contract Time and/or an adjustment of the Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

3. "Inexcusable Delay" means any delay beyond the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of Contract Time or an adjustment of the Contract price.

B. The Contractor may make a claim for an extension of Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in Work which do not prevent or delay the timely completion of the whole Work are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Contractor anticipates or experiences any delay in the prosecution of the Work which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify the cause of the delay, an analysis showing the effect of the delay on the critical path, and the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after knowledge of the facts giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension and any associated additional compensation.

Upon receipt of a request for extension, the District Representative shall investigate the facts in the notice, shall respond to the notice in writing within ten (10) days of receipt of the request, and shall indicate whether it will recommend for or against the extension.

Section 14.03. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified, or within any authorized extension of time, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor

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and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

#### ARTICLE 15. CHANGES TO THE WORK

##### Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized.

##### Section 15.02. Change Orders.

The District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the scope of the change in the Work; the adjustment in the Contract amount, if any; and the adjustment in the Contract time, if any. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments set forth in the Change Order as full and complete satisfaction of the effects of the changed work.

Any extension of the Contract Time or change in the Contract amount must be included in a Change Order. No Change Order shall cause the total Contract amount to exceed the maximum amount permitted under Public Contract Code section 22032(b) for projects awarded using informal procedures.

If the Contractor believes that it has been directed to do additional work requiring a change in Contract Time or cost, then the Contractor may submit to the District Representative a Proposed Change Order (PCO).

##### Section 15.03. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract amount or Contract time, or both. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor. Signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract amount and Contract time, if any, set forth in the Directive as full and complete satisfaction of the effects of the changed work.

Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the Work involved. It is the intent of the District that all Directives will be converted to a Change Order.

If the Contractor disagrees with the adjustment in the Contract amount, then the adjustment shall be determined based on (1) unit prices stated in the Contract Documents or subsequently agreed upon; (2) the District Representative's estimate of the value of the change; or (3) "time and materials," as defined below.

##### Section 15.04. Allowable Costs.

A. Allowable costs for any Change Order shall be limited to the following:

1. Costs of labor, including labor burden;



2. Actual cost of the project superintendent, but only if associated with a Compensable Delay;
3. Actual costs of materials, including sales tax and delivery;
4. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor Or others;
5. Combined Overhead and Profit of fifteen percent (15%) of the costs specified in (1) through (4) above to the contractor performing the work, plus ten percent (10%) of the amount specified above which is performed by a Subcontractor as the Contractor's markup on such work. Cumulative total markup shall not exceed twenty-five percent (25%).

B. When both additions and credits are involved, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change. If the net value of a change results in a credit, then the credit shall be the actual net cost, plus five percent (5%) for Overhead and Profit.

Section 15.05. Time and Materials Adjustment.

For time and materials pricing, the price shall be calculated using the Allowable Costs in Section 15.04. Time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work.

The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.

The Contractor shall, with its progress payment requests, specify all work performed under a T & M Directive during the period of the progress payment request. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. No costs will be allowed for work not specified with the progress payment request or timely included in a reconciliation.

Section 15.06. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

Section 15.07. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

A. If any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.
3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.



A. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive.

B. If a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall proceed with all work to be performed. The Contractor shall retain any and all rights which pertain to the resolution of disputes between the parties.

C. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section.

Section 15.08. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract amount or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Failure to provide timely written notice within shall constitute a waiver by the Contractor of any claim for a change in the Contract amount or Contract time.

ARTICLE 16. [Reserved]

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship and Correction of Work.

The District shall have the right to reject materials and workmanship which are determined to be defective or fail to comply with the Contract Documents. The Contractor shall promptly correct all work rejected by the District. Rejected workmanship and materials shall be corrected to the satisfaction of the District and/or Architect all without added cost to the District and/or an increase in the Contract time.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, then the Contractor agrees that an equitable deduction from the Contract amount shall be made therefor.

If, within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition.

Section 17.02. Notice of Default; Deduction of Cost.

If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails to commence correction of any such defective Work within three (3) days after receipt of written notice of the defect from the District, then the District may correct the deficiencies and may complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other associated costs. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work for the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, San Juan Unified School District



unless the notice directs otherwise, immediately discontinue Contractor's Work, take necessary actions to protect the Work, and take such other actions reasonably directed by the District to transfer or terminate any obligations associated with the Work.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) at Contract rates for Work performed in conformity with the Contract, less amounts previously paid; plus (2) previously unpaid and documented costs for materials delivered to the Site but not incorporated in the Work, not to exceed the portion of the Contract amount allocable to said items; plus (3) proven losses with respect to materials and equipment directly resulting from the termination; plus (4) reasonable demobilization costs.

If this Contract is terminated for default, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract for the following causes:

A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor; or

B. The Contractor or any of its Subcontractors materially breach any of the provisions of the Contract Documents, including without limitation failure of the Work to conform to the Contract Documents, failure to complete the Work within the Contract time, failing to make prompt payment to Subcontractors or suppliers, persistent failure to comply with the law or the instructions of the District or its representatives or agents, failure to keep required insurance in effect, or any other such material breach.

Prior to terminating for cause, the District shall give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract. Unless the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof within seven (7) days of the delivery of such notice, the District shall have the right to terminate the Contractor's right to complete the Work by written notice to the Contractor and its surety or sureties. Upon such notice, the surety shall have the rights and obligations set forth in the performance bond.

If the District takes over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination, subject to the District providing notice of acceptance of the assignment in writing, and only as to those orders and/or contracts which the District designates in writing. If the Contractor's right to proceed is terminated, then the Contractor shall not be entitled to receive any further payment until the Work is finished, and shall be liable to the District for all losses incurred by the District in completing the Work.

Section 18.03. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination.

Section 18.04. Wrongful Termination.

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the District, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Article 23. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner, including San Juan Unified School District



removing all dirt, debris, and waste from the Project, the adjacent sidewalks and streets, and the working area.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the Site and adjacent areas of all material related to its performance of the Work. Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work Site is clean.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that its Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect shall schedule a punch list inspection or inform the Contractor that the work is not ready for punch list inspection. The Contractor or its representatives shall be present at the punch list inspection.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

Section 20.02. Punch List.

The District shall prepare a written punch list notifying the Contractor of any deficiencies to be remedied prior to final acceptance. The Contractor shall remedy all items shown on the punch list prior to final acceptance.

Upon completion of any punch list work, the Contractor shall again request a punch list inspection. If the Work still does not comply with the Contract Documents, then the District may issue such further punch lists as may be required or deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents.

The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

Section 20.03. Use of Work Prior to Acceptance.

The District may take possession of a portion of the Work prior to final acceptance. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200. The Contractor shall be obligated to make only those repairs in the portion of the Work occupied prior to acceptance that are due to defective material or workmanship, or the operations of the Contractor, but not those due to ordinary wear and tear.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Contractor determines that all of its Work is complete and all items on the punch list have been satisfied, the Contractor shall submit to the District Representative a certificate of completion, an application for final payment, and the following items:

- A. As-built drawing information.
- B. Three (3) sets of required operation and maintenance documentation.
- C. Hazardous material documentation, if required.
- D. Form DSA-6 Final Verified Reports.
- E. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.



F. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.

G. Other items as required in the Construction Administrative Procedures Manual.

No payment will be processed unless accompanied by the above listed submissions in acceptable form. Section

21.02. Final Payment Process.

Upon receipt of the Contractor's final payment application, the District Representative shall review the submittals required by this Article and verify that all of the Work is complete, including all punch list items.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, stating that the Contractor has submitted the required documents, detailing any deviations in the Work from the Contract Documents, and estimating the cost of correction of such deviations. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

The District Representative shall either (1) recommend that the District accept the payment application, or (2) reject the payment application, stating the basis therefor, and, within twenty (20) days of receipt of the final payment application, submit a written estimate of the sum due to the Contractor.

If the Contractor contests the estimate of sums due prepared by the District Representative, then the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due. This final payment shall be made within sixty (60) days after completion, as defined below, and recordation of the Notice of Completion.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion; Final Payment.

Completion means the Contractor's complete performance of all Work required by the Contract Documents, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and formal acceptance by the District. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period, beginning when the correction is complete.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent

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with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

“Claim” means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the District.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District’s records and the Claim documentation submitted by the claimant, which shall include but not be limited to the following: background statement; chronology (including dates of all key events); explanation of the Contractor’s position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, meeting notes, inspection reports, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; Subcontractor payment releases; quantity reports; general ledgers and any other accounting materials.



Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the claimant. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.

23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

23.03.06 If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim.

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Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Every party with an interest in a claim submitted to the District, including the Contractor and any Subcontractor or material supplier, shall include the following "Claim Certification" with every claim submitted to the District. Failure to include the required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.



The claim certification required by this section shall provide as follows:

**CLAIM CERTIFICATION**

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.* ("Act"), I certify that I have read and am familiar with the provisions of the Act; that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: \_\_\_\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. No Oral Agreements.

No oral agreement shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement entitle the Contractor to any additional payment or time to perform.

Section 24.02. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.03. Contractor Not Agent, Nor Employee.

Neither Contractor, nor any Subcontractor, nor any officer, agent, or employee of either, is an officer, agent, or employee of the District.

Section 24.04. No Third Party Beneficiaries.

The Contract is entered into solely between the District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise.

Section 24.05. Access to Records.

The District shall have access, upon reasonable notice and during normal business hours, to any books, documents, accounting records, project files, and other relevant records of the Contractor and all Subcontractors directly or San Juan Unified School District



indirectly pertinent to the Work. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION



## CONSTRUCTION PROJECTS GUIDELINES FOR SCHOOL SITE PROJECTS

### WELCOME TO THE SAN JUAN UNIFIED SCHOOL DISTRICT

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to repair and/or improve our schools.

### START AND END TIMES

The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. The schedule can be obtained in the Principal's Office.

### PARKING

Please check with the Project Planner/Coordinator for approved parking and staging locations.

### WORKER IDENTIFICATION BADGES

We have spent a great deal of time educating students about "possible danger of strangers." Some teachers, students, and parents will be suspicious of any unknown person on campus, so wear your identifying badge, provided by the school district, at all times. There is a \$2.00 non-refundable handling fee per identification badge which will be payable to San Juan Unified School District at the time of order. Lost badges are charged to contractor at \$100 each per Master Badge Receipt form.

### DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a "spotter" WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a "spotter" when backing up at any time on school grounds.

### WORKING WITHIN DESIGNATED AREAS

Construction is allowed only in designated areas. Major construction will be in fenced areas. Workers, materials, and equipment (including storage) will not be allowed outside designated areas.

### CLASSROOM DISRUPTIONS

Before entering an area where construction is in progress, you are required to notify the school district management or the school principal. Enter quietly, stay as long as you need to, keeping disruption to a minimum. Do NOT engage in conversation with students unless the teacher invites you to explain why you are there. Young children cannot handle a lot of detail. They may be more interested in your tool belt than in your area of expertise. Older students may be interested in delaying their school work; so keep your information short.

Some teachers will involve their students in the construction process. Classes may be outside watching you work and, in some cases, asking questions. If they approach you at a time when it is not convenient to talk, it is fine to tell them you are busy at this time and may be available later.

### LUNCH

Lunch time at schools is busy and congested. Avoid getting in the student path of travel. Lunch times vary by site. The schedule can be obtained at the site.



## **RECESSES**

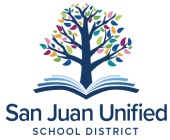
These usually last 15-20 minutes. In most elementary schools there is a morning and an afternoon recess. Schedules can be obtained at the site.

## **CONSTRUCTION BREAKS AND LUNCHES**

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings and locations where students congregate. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the portable restroom facilities only, if available. Otherwise, use staff restrooms.

## **SMOKING, DRUGS, ALCOHOL, RADIOS, APPROPRIATE LANGUAGE AND DRESS**

- San Juan is a 'tobacco-free facility' district-wide. If you want to smoke or chew, please do so off campus.
- Use or possession of alcohol or drugs of any kind on campus is strictly forbidden.
- Please do not play radios and when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. San Juan tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.
- Dress appropriately for the work site. Shirts must be worn at all times. Specifically, tank tops are not allowed. Additionally, what is written or pictured on clothing must comply with the requirement of acceptable language above and must avoid reference to tobacco, alcohol, and drugs.
- Violation of any of the above may result in immediate automatic dismissal



**San Juan Unified School District**  
Facilities Business Dept.

**FORM OF CONTRACT**

ARTICLE 1. AGREEMENT FOR CONSTRUCTION

This contract is contingent upon San Juan Unified School District Board approval and will not be valid unless approved.

THIS AGREEMENT is made and entered into as of this **June 9, 2026** by and between the San Juan Unified School District (hereinafter referred to as "District"), and **SitelogIQ, Inc.**, an independent contractor (hereinafter referred to as "Contractor").

District and Contractor hereby mutually agree as follows:

Section 1 - SCOPE OF WORK.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of District, all work called for and in the manner designated in, and in strict accordance with, the Contract Documents as defined in Section 2 hereof, the Work for the **Pershing Elementary School MP HVAC Unit Replacement project #158-9390-CIP-26**.

Replace HVAC equipment, reduce the District's utility costs and operational expenses by replacing the failing HVAC equipment at **Pershing Elementary School** with new high energy efficient units identified in the HVAC scope of work below.

**Basis of Energy Engineering**

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from January 2025 through January 2026. The Baseline data takes into consideration the quantity of facilities and size; 2025/2026 building operational schedules; 2025/2026 School Calendar and 2025/2026 individual school Bell Schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average NREL weather data for the closest weather station. Except weather data, this information has been obtained from the District. Selected energy savings calculations have been performed with the help of the Energy Saving Calculators developed by California Energy Commission (CEC). Contractor has no control over engineering methodologies, formulas, and assumptions utilized by CEC in on-line Energy Saving Calculators.

Since Contractor does not control/follow the building/site operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff, faculty and students); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities (i.e. portable classroom buildings), etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy

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consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on District inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principles for an additional fee (excluded from this Scope of Work). The District is to notify Contractor in writing no later than thirty (30) days after any changes as outlined above made to the Property that would affect the energy usage at the Property. The District shall make available to Contractor no later than thirty (30) days upon receipt, on a monthly basis for at least one year after Completion and Acceptance Date, copies of required energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted with similar equipment/materials based on the availability and costs at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in future years and for trouble-free operation, District agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems. The District may need to provide accurate preventative maintenance and repair records for any work performed on the systems included herein.

#### **HVAC and Thermostat Controls Upgrade Basis of Design**

As requested, the Contractor will be providing a total of (18) Packaged Gas Electric (PKG GE), and (2) Inverter Driven Heat Pump (HP) systems for the replacements at Pershing Elementary School. The new equipment, as identified below, is selected based on energy efficiency, weight, configuration, and economic viability. The existing HVAC systems and controls will be removed and properly disposed of or abandoned in place. If the District wishes to save any of this equipment that can be coordinated during the project scheduling.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. It is assumed that these system components to be re-used are in good operational order and no repairs or replacements are needed.

Contractor has made certain design engineering and estimating assumptions for all Work prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise; a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required.

In general, the original plans by Murry & Downs Architects DSA Approved on 02/24/1999 were used as a basis of design for the new mechanical systems. The selections of the new HVAC equipment are also based on the following main design parameters for the cooling/heating load calculations:

- Outdoor design temperatures are (Title 24 required climate data for Orangevale, CA):
  - 102° F DB / 70° F WB - Summer
  - 30° F DB - Winter
- Bldg. Structure U-values: walls – estimated for the various existing structures based on record drawings.
- Lighting load was estimated at 1.0 W/Sq. ft.

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- Occupancy loads and ventilation are calculated based on 2025 Building Energy Efficiency Standards Table 120.1-A – Minimum Ventilation rates.
- Zone temperature settings are:
  - 75° F – Occupied Cooling
  - 90° F – Unoccupied Cooling
  - 70° F – Occupied Heating
  - 55° F – Unoccupied Heating

For HVAC systems installed at **Pershing Elementary School**, Contractor will furnish necessary Engineered CAD drawings prepared by an independent Mechanical, Electrical & Structural Engineers licensed in the State of California. Engineered set of plans will consist of Mechanical, Electrical and Structural (as needed) drawings for DSA submission and approval.

Contractor will use the current 2025 Title-24, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

### Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Safe off electrical, water & drain the existing Unit Ventilators, Boiler system and chiller system and abandon in place.
- Provide and install (17) 4-ton Packed Gas Electric roof top units, for the classrooms and the library.
- Provide and install (1) 2-ton Packaged Gas Electric roof top unit for the staff lounge.
- Provide and install (2) 10-ton inverter driven split system heat pump units for the MPR.
- Provide and install roof curbs for the new roof top units. Level and roof as required to support the equipment installation.
- Fabricate and install sheet metal transitions as required to connect to the existing air distribution systems for the MPR.
- Fabricate and install internally acoustically insulated spiral supply ducting for the library, staff room and the classroom units.
- Fabricate and install internally insulated supply and return air plenums.
- Provide and install air outlet as shown on the design drawings.
- Provide and install gravity hoods on the existing outside air intakes and fix the existing unit ventilator economizers open to control space pressure.
- Provide and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Provide and installed required refrigerant piping and insulation.
- Provide and install condensate piping to the existing point of termination, including roofed in anchored pipe support as required.
- Provide and install low pressure gas piping from the existing meter location on the roof to the new equipment locations. *Note: Piping 2 ½" and larger will be welded and smaller piping will be cut and threaded per the District standards.*
- Provide and install roof supports for the newly installed gas piping, including roofed in anchored pipe support as required.
- Provide required electrical services from existing site panels to the new equipment locations in metallic conduit, with wiring, sub panels, breakers, convenience outlets and new disconnects as required. Install roofed in anchored pipe support as required.
- Provide and install standalone battery-operated CO detectors for local alarm in the areas that fuel burning equipment is being added.
- Provide and install required mounting hardware to support unit installations.
- Install required control wire and conduit.
- Install (20) 7-day programable stand-alone thermostat for the newly installed equipment. *Note: the district plans to have the standard Alerton controls installed at a later date.*
- Contractor's technicians will air balance the newly installed systems per the design drawings, including a type written report.

- Contractor’s technicians will perform a complete start-up and test of the new equipment to ensure proper system operation.
- Two-year warranty on Contractor’s provided equipment and workmanship. Warranty starts from the day of equipment start-up. Additional manufacture warranty will be provided by the manufacture after the initial Contractor warranty period.

The quantities, sizes and location of new HVAC units included in this project are listed below:

<b>Proposed Systems</b>						
<b><u>Pershing Elementary School</u></b>						
<b>Location</b>	<b>Qty</b>	<b>Nominal Tons</b>	<b>Type</b>	<b>Brand</b>	<b>Cooling Efficiency</b>	<b>Heating Efficiency, AFUE, %</b>
<b>Staff Lounge</b>	1	2	PKG GE	Carrier or Similar	13.4 IEER	81%
<b>Classrooms and Library</b>	17	4	PKG GE	Carrier or Similar	13.4 IEER	81%
<b>MPR</b>	2	10	VRF HP	Carrier or Similar	21.7 IEER	N/A

Notes:

PKG GE- Package Gas Electric Unit

VRF HP- Variable Refrigerant Volume Heat Pump

**HVAC and Thermostat Controls Upgrade Scope of Work Exclusions**

- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Sheetrock work, Framing, Stucco, Painting; Plumbing; Fire Sprinklers; Acoustical engineering and noise reduction provisions, Fire and Life Safety (FLS) equipment and its components. *Note: DSA plan checkers may request FLS design though it isn’t part of the scope of work. Additional engineering & pre-existing FLS upgrades & integration costs (if any) will be submitted to the District for review & approval prior to executing the work.*
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Alerton control installation and upgrades.
- Communicating thermostats.
- Economizers where not required by code.
- Power exhaust.
- 3<sup>rd</sup> party air balance.
- Removal of the abandoned unit ventilators, boiler, chiller and pumps.
- Humidity control, control of outside based on CO2, demand control ventilation.
- Wi-fi/internet connections set up at District’s sites.
- Any additional thermostats. New Controls for mechanical equipment, evaporative coolers and lighting systems that are not specifically addressed above. Existing DDC systems replacements or upgrades.

- Any and all hazardous materials work, i.e., asbestos, lead abatement etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- DSA fees, IOR fees (to be paid directly by the District).
- Any items not specified in this Scope of Work.

### **HVAC Replacement Basis of Design**

As requested, Contractor will be replacing the existing units listed below in Section 2.2 with new high efficient equipment of equal capacity. In the absence of reliable as-built drawings, these in-kind maintenance replacements are based on the assumption that the original units have been permitted, approved and installed per DSA standards and regulations and have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems.

Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms, or any pre-existing supports, electrical, gas & condensate drain connections, weather proofing/roofing systems and other existing HVAC system components. It is assumed that that these system components to be re-used are in good operational order and no repairs are needed.

The new equipment, as identified below, is selected based on energy efficiency and economic viability. These in-kind maintenance replacements of the failing equipment do not alter or affect primary or secondary structural framing members. As it has been reviewed by the licensed Structural Engineer (as required by Division of State Architect), no existing building structural elements will be affected by the replacement of HVAC units. According to State of California Division of State Architect Office of IR A-22 (Issued on 2/3/2026), IR 11B-6 (Revised on 05/27/21) and applicable Sections 17280-17316 of the California Education Code, this project falls into the categories of non-structural Work. This Work does not infringe on the Life Safety Systems, if any. The Work described herein is limited to HVAC systems only. These maintenance in-kind replacements of the failing equipment do not affect the usability of the facilities and are not structural in nature. Therefore, approval from Department of State Architect is exempted for the in-kind HVAC replacements based on the considered herein reasons.

Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Though unanticipated, there may be some changes to the scope of work based on the unknown pre-existing conditions. Should they arise, a fair and equitable solution will be negotiated in good faith between the District and Contractor for any additional costs required. Contractor will use the current 2025 Title-24, 2025 California Building Code (CBC), 2025 California Plumbing Code (CPC), 2025 California Mechanical Code (CMC), the National Electrical Code (NEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards.

### **HVAC Replacement Scope of Work**

- Provide necessary rigging and trucking of new/old equipment to/from the project site.
- Provide and install new package HVAC units listed below. As applicable, new equipment will be provided with or ready for installation of MERV-13 filters. New roof top equipment will have louvered hail guard/coil protection.
- Provide and install economizers as required.
- Provide sheet metal transitions and adapter curbs as required to connect new units to existing openings.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical services to new equipment, replace disconnects as required.
- Upsize the breakers and wiring for the bard units serving RM 20-23 & 28 if required to support the installation of the new units.
- Replace existing seal tight electrical conduits with new.
- Reconnect existing galvanized condensate lines and rework the P-Traps as required to meet district standard detail. All unit connections will have a Schedule 80 PCV nipple before connection to the galvanized piping to protect factory condensate pan.
- Provide and install (9) District standard anchored roof supports for the (3) roof top replacement units.

San Juan Unified School District

- Provide and install (3) programable thermostats for the following roof top units; Administration, K1 & K2. These are intended to be temporary until the District upgrades the existing site DDC control system. The portables have existing stand alone stats and will remain as-is.
- Provide roof/site plans and equipment schedules for the maintenance HVAC replacement projects, for information purposes only.
- Provide a pre-and-post-air reading for packaged roof top equipment only, that is being replaced.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Daily removal of debris created by Contractor personnel.
- Two-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up. Additional manufacture warranty will be provided by the manufacture after the initial Contractor warranty period. The quantities, sizes and location of new HVAC units included in this project are listed below:

<b>Pershing Elementary School</b>						
<b>Proposed Equipment</b>						
<b>Area</b>	<b>Qty</b>	<b>Nominal Tons</b>	<b>Type</b>	<b>Brand</b>	<b>Cooling Efficiency SEER/EER Meets T-24 Requirements</b>	<b>Heating Efficiency AFUE % Meets T-24 Requirements</b>
RM 20-24, 26-28	8	3.5	HP	Bard or Similar	Yes	N/A
Discovery Club	1	4	HP	Bard or Similar	Yes	N/A
Office	1	6	GE	Carrier or Similar	Yes	Yes
RM 1&2	2	8.5	GE	Carrier or Similar	Yes	Yes

**Notes:**

- \* - H/P – denotes Heat Pump system unit.
- \*\* - G/E – denotes Gas Electric system unit.
- \*\*\* - Equipment brand noted above can be substituted with similar equipment based on the availability at the time of the scheduled installation (per Section 3.0 below), constructability and other considerations as determined by the Project Manager.

**HVAC Replacement Scope of Work Exclusions**

- Humidity controls for all areas.
- Sheetrock work, Framing, Stucco, Painting, Plumbing, Fire Sprinklers, Acoustical engineering and noise reduction provisions, Fire and Life Safety equipment and its components.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution, control systems, and weather proofing/roofing found in disrepair or not compliant to code; air balancing of air distribution system unless specifically noted above; duct leakage testing or repairs; structural upgrades. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Replacement and repair of existing metallic electrical conduits.
- Anchored supports where not specifically mentioned above.

- Installation of power exhaust and/or relief hood/dampers.
- DDC controls and upgrades; economizers where not required by code; existing gas piping & pressure regulators upgrades.
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All intrusive work will be coordinated with the District to take place during normal instructional hours or shift hours, Monday-Friday during weekdays. Overtime, Weekend and Holiday work are excluded.
- Mechanical calculations and engineering, this is a maintenance in-kind replacement project.
- DSA fees, reviews and approvals (see Section 2.1 above). *Note: If a Form 7 or 999 Form is submitted to DSA by the District, the DSA plan checkers may request a complete design though it isn't part of the scope of work. Additional engineering & pre-existing Access, Structural & FLS upgrades & integration costs (if any) will be submitted to the District for review & approval prior to executing the work.*  
Any items not specified in this Scope.

#### Section 2 - CONTRACT DOCUMENTS.

The Contract Documents, sometimes also referred to as "the Contract", consist of the Energy Savings Request for Proposals, the Request for Proposals Response Form and Questionnaire, Respondent's Agreement, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

#### Section 3 - DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

#### Section 4 - CONTRACT AMOUNT.

District agrees to pay and Contractor agrees to accept, for the full and complete performance of this Agreement in full payment for the Work performed the sum of **Two Million Seven Hundred Twenty One Thousand Six Hundred Twenty Nine DOLLARS (\$ 2,721,629.00)**, subject to adjustment as provided in the Contract Documents.

An Allowance has been allocated to this contract, to be used at the sole discretion of the District Representative. Unused portions of the allowance will be deducted via change order. Refer to Exhibit C for documenting use of Allowance.

**Allowance (in figures): \$ 272,163.00**

#### Section 5 - MONTHLY PROGRESS PAYMENTS.

Monthly progress payments shall be made in accordance with Article 12 of the General Conditions of the Contract Documents.

#### Section 6 - FINAL PAYMENT.

Final payment shall be made in accordance with Article 21 of the General Conditions.

#### Section 7 - RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under this provisions of the Contract Documents, District shall charge any sum of money against Contractor, District shall deduct and retain the amount of such charge from the amount of the next succeeding progress payment, or from any other monies due or that may become due to Contractor from District. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay District's charges against Contractor, District shall have the right to recover the balance from Contractor or its sureties.

#### Section 8 - TIME OF COMPLETION.

The Work shall be commenced on the date specified and shall be fully completed as described in the Contract Documents, including, without limitation, the General Conditions, within **389 Calendar Days of the date of the Notice to Proceed**, together with such additional time as may be provided by any change order issued pursuant to the Contract Documents.

Time is of the essence in this Agreement and the Contract Documents. Failure of Contractor to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement and the Contract Documents.

Section 9 - NO WAIVER OF REMEDIES.

Neither the inspection by District or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to District or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, and District shall have any and all equitable and legal remedies, which it would in any case have.

Section 10 - LIQUIDATED DAMAGES.

Liquidated damages may be assessed against Contractor in accordance with Article 14 of the General Conditions and Section 00 73 00, Special Provisions, in the amount of **\$1,000** per calendar day if Contractor fails to complete the Work within the Contract Time. The provision for liquidated damages in the Contract Documents shall not act as a limitation upon District if Contractor abandons the Work. In such event, Contractor shall be liable to District for all losses incurred.

Section 11 - PERFORMANCE AND PAYMENT BONDS.

Contractor, before beginning the Work, shall file a Performance Bond and a Payment Bond with District, each made payable to District. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Contract at the expense of Contractor. Each bond shall be in the amount of one hundred percent (100%) of the Contract. The Performance Bond shall guarantee the faithful performance of the Contract. The Payment Bond shall be in accordance with the requirements of Part 6, Title 3, Chapter 5 of the California Civil Code, commencing with section 9550. Any alteration or alterations made in any provision of the Contract shall not operate to release any surety from any liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

Section 12 - UNFAIR COMPETITION.

The following provision is included in this Agreement pursuant to California Public Contract Code section 7103.5.

“In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

Section 13 - ASSIGNMENT.

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of District first obtained.

Section 14 - NO THIRD PARTY BENEFICIARIES.

This Agreement is entered into solely between District and Contractor. There are no third-party beneficiaries, intended, unintended, or otherwise to this Agreement.

Section 15 - AGREEMENT BINDING.

This Agreement shall bind and insure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of District in the same manner as if such parties had been expressly named herein.

Section 16 - AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions San Juan Unified School District

set forth in the other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

#### Section 17 - FINGERPRINTING.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice (“DOJ”). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as Exhibit A and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as indicated in Exhibit B. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with this Section 17 of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.

#### Section 18 - GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

#### Section 19 – WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

#### Section 20 – APPRENTICES.

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice’s work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

#### Section 21 – DSA OVERSIGHT PROCESS.

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the District’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without San Juan Unified School District

delay or added costs to the Work or Project. Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Contractors are required by law to be licensed and regulated by the Contractor's State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.**

District: San Juan Unified School District

By: \_\_\_\_\_  
Nicholas Arps

Its: Director of Facilities, Construction, and Modernization

Contract Amount: **\$2,993,792.00**

By: \_\_\_\_\_  
Frank Camarda

(See last signature on next page)

Its: Chief Operations Officer

Board Approval Date: **June 9, 2026**

Contractor: **SitelogIQ, Inc.**

By/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business Address: \_\_\_\_\_

License Number: \_\_\_\_\_

Contractor DIR Registration #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Contractor in the foregoing contract; that \_\_\_\_\_, who signed said contract on behalf of said corporation is authorized to fully bind the corporation to this Agreement; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Secretary Signature

**EXHIBIT A TO FORM OF CONTRACT**

**CERTIFICATION**

I, \_\_\_\_\_, on behalf of **SitelogIQ, Inc.** certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 17 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of **SitelogIQ, Inc.** who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Contractor's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)



## EXHIBIT C TO FORM OF CONTRACT

### ALLOWANCES

#### A. Application of Allowances:

Allowances shall be used efficiently and expeditiously to minimize cost and delay to the Project. Prior to commencing any work that would result in the utilization of an Allowance, Contractor shall give the District written notice of its request to use such funds, and the specific Allowance to be used if more than one Allowance is included in the Contract. Contractor shall specify whether it proposes to perform the Allowance work for a lump sum or at force account. The District shall respond to Contractor's requested use of Allowance funds within five (5) business days of receipt of the request. The District's response shall either a) approve of the use of the Allowance, b) approve the use of the Allowance but propose a different amount, c) deny the use of the Allowance and specify the reason, or d) request further information to evaluate the requested use of the Allowance. If the Contractor commences the work without giving the District the required written notice, the Contractor shall, for all purposes, be deemed to have waived its rights to additional compensation for such work.

#### B. Documenting Use of Allowances:

The Contractor's monthly pay application shall include Allowance amounts used and remaining. If the Allowance is approved by force account, the Contractor shall separately track all labor, materials, and equipment used for the Work to be covered by the Allowance and shall submit such documentation to the District Representative at the end of each working day for review and approval.



**Section 00 61 13.13 – PAYMENT BOND FORM**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, San Juan Unified School District (the "District") has awarded to **SitelogIQ, Inc.**, as Principal a contract dated **June 9, 2026** for the furnishing of all labor, materials, equipment, transportation and services for the construction of **Pershing Elementary School MP HVAC Unit Replacement Project # 158-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Contract");

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW THEREFORE, we the undersigned Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_ for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by the District or its Subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.
2. This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under California law, including but not limited to the persons named in State of California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.
4. Amounts owed by the District to Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the Performance Bond. By Principal furnishing and the District accepting this Payment Bond, they agree that all funds earned by Principal in the performance of the Contract are dedicated to satisfy obligations of Principal and Surety under this Bond, subject to the District's priority to use the funds for the completion of the Work or the satisfaction of the District's claims, including liquidated damages, under the Contract.
5. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District rights against the other.
6. In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

7. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's  
Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
Attn: Nic Arps  
5320 Hemlock Street  
Sacramento, CA 95841



## PERFORMANCE BOND FORM

Bond No. \_\_\_\_\_

### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, San Juan Unified School District hereinafter referred to as "District" and **SitelogIQ, Inc.**, (hereinafter referred to as "Contractor"), have entered into a written contract dated **June 9, 2026**, for furnishing of all labor, materials, equipment, transportation and services for the construction of **Pershing Elementary School MP HVAC Unit Replacement Project # 158-9390-CIP-26**, project located in Sacramento County, California (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as Surety, are held and firmly bound unto District and Claimants, as defined herein, in the penal sum of \_\_\_\_\_ **DOLLARS \$** \_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, including all Guarantee and/or warranty obligations, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing all remaining obligations of Contractor pursuant to the Construction Contract; and
  - 3.2 District has agreed to pay any remaining Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Construction Contract with District.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract; or
  - 3.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

- 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to District the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by District resulting from Contractor's Default; or
- 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to District and, as soon as practicable after the amount is determined, tender payment thereof to District; or
  - .2 Deny liability in whole or in part and notify District citing specific reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which District and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If Surety proceeds as provided in Subparagraph 4.4, and District refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice District shall be entitled to enforce any remedy available to District.
6. After District has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to District shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of District to Surety shall not be greater than those of the District under the Construction Contract. To the limit of the amount of this Performance Bond, but subject to commitment by District of any remaining Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:
  - 6.1 The responsibilities of Contractor for correction of defective Work, materials and equipment and completion of the Construction Contract, including all Guarantee and warranty obligations;
  - 6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to District or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than District or its heirs, executors, administrators or successors.
8. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder. Surety further waives the provisions of Section 2845 of the State of California Civil Code.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.
10. Notice to Surety, District or Contractor shall be mailed or delivered to the address, or sent via telecopier to the facsimile number, shown on the signature page.

11. DEFINITIONS

- 11.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by District in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.
- 11.2 Construction Contract: The agreement between the District and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Note: Notary Acknowledgement for Surety and Surety's Power of Attorney must be attached

Address for Owner Notices:

San Juan Unified School District  
 Attn: Nic Arps  
 5320 Hemlock Street  
 Sacramento, CA 95841

**GUARANTEE FORM**  
**(put on letterhead)**

ARTICLE 1. GUARANTEE FORM

\_\_\_\_\_ unconditionally guarantees that the Work performed at **Pershing Elementary School MP HVAC Unit Replacement Project # 158-9390-CIP-26, approved by SJUSD on 6/9/2026**, has been done in accordance with the requirements of the Contract therefore and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the recordation of the Notice of Completion of the Project and completion of all Contract obligations by the Contractor, including formal acceptance of the entire Project by the District, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 9200. The Contractor specifically acknowledges and agrees that completion shall mean the Contractor's complete performance of all Work required by the Contract Documents, amendments, change orders, construction change directives and punch lists, and the District's formal acceptance of the entire Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the District to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

## Fingerprint Certification

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that, pursuant to Education Code Section 45125.1 and 45125.2 and Section 8.08 of the contract General Conditions, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

As further required by Education Code 45125.1, submitted herewith as Exhibit B is a list of names of the employees or agents of \_\_\_\_\_ who will be providing continual supervision and monitoring of all persons who will be providing services to the San Juan Unified School District on behalf of this business entity and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify San Juan Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ County, California.

By: \_\_\_\_\_  
[Name of Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

## SPECIAL CONDITIONS

1. **THE SAN JUAN UNIFIED SCHOOL DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. It is the intent of the District to award this contract to the lowest responsible bidder.
3. Contractor shall commence the work after receipt of Purchase Order from the District and will diligently prosecute the work.
4. All work must be completed by AS SPECIFIED ON QUOTE FORM.
5. Bid price to be held firm for a period of thirty (30) days.
6. Any questions concerning this project should be directed to \_\_\_\_\_, at (916) \_\_\_\_\_.
7. **IT SHALL BE THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER UPON DISCOVERY OF ANY DISCREPANCY IN BID FORM, SPECIFICATIONS, OR DRAWINGS TO BRING SUCH DISCREPANCY TO THE ATTENTION OF THE BUYER PRIOR TO THE BID OPENING DATE AND TIME.**
8. Pursuant to Public Contract Code #7104, the contractor shall promptly and before the following conditions are disturbed, notify the district in writing of any:
  - A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class 111 disposal site in accordance with provisions of existing law.
  - B) Subsurface or latent physical conditions at the site differing from those indicated.
  - C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
  - D) That the district shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
  - E) That, in the event that a dispute arises between the district and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. An applicable, valid, California State Contractor's license is a requirement for this project.
10. **PREVAILING WAGES:** If contract is issued for \$1,000.00 or more, the contractor, and any sub-contractor, shall not pay less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the prevailing rate of wages for each craft, classification, or type of worker needed to execute the contract pursuant to Sections 1770 to 1780, inclusive of the California Labor Code. The prevailing rate of wages is on file with the Sacramento County Schools, Office of the Secretary of the Governing Board, 9738 Lincoln Village Drive, Sacramento, CA 95827. Copies shall be made available to any interested party upon request. The contractor shall post a copy of such determination at each job site.



## GENERAL CONDITIONS

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## ARTICLE 1. DEFINITIONS

### Section 1.01. Architect.

The "Architect" is the architectural firm engaged as an agent by the District to perform the services set forth in the Contract Documents.

The Architect is designated by the District as the District's agent to perform all functions delegated to the Architect by the Contract Documents.

### Section 1.02. Change Order.

"Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, signed by the District and the Contractor, authorizing a change in the Work and/or an adjustment in the Contract amount and/or the Contract time. Change Orders may incorporate CCDs, some of which require DSA approval prior to being incorporated into the Change Order.

### Section 1.03. Construction Administrative Procedures Manual.

The "Construction Administrative Procedures Manual" is the manual produced by the District Representative to describe the administrative procedures which will be used on the job-site during construction. This manual outlines administrative procedures which are described in detail in these General Conditions, as well as describing other administrative procedures which may be specific to the Project.

### Section 1.04. Contract Documents.

The "Contract Documents" shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, these General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, Change Orders, Directives, supplemental drawings, Architect's Instruction Bulletins, the Contractor's Guarantee and Bond, the Hazardous Materials Requirements, the Construction Administrative Procedures Manual, Preliminary Construction Schedule, and the Contract Schedule.

### Section 1.05. Contract Time.

"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.

### Section 1.06. Contractor.

"The Contractor" shall mean the person or persons, partnership, or corporation, who have entered into the Agreement for Construction of the Work with the District or its legal representatives, or successors, assigns, executors, or heirs. The Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

### Section 1.07. Day.

Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.

### Section 1.08. District.

"District" shall mean the San Juan Unified School District, a California school district. The District is sometimes designated "Owner" in the Contract Documents.

### Section 1.09. District Representative.

"District Representative" shall mean the District's designated agent engaged to perform all functions delegated to the District Representative by the Contract Documents. The District Representative may or may not be a construction manager. The District Representative will be the Contractor's primary contact during construction of the Project.

### Section 1.10. Division of the State Architect.

"Division of the State Architect" or "DSA" is the California State agency responsible for checking contract documents for compliance with Title 24, California Code of Regulations, and monitoring compliance on the construction site.

San Juan Unified School District



The Division of the State Architect also approves inspectors on all public school projects.

Section 1.11. Notice of Intent to Award.

The "Notice of Intent to Award" is issued following District approval of bids. It authorizes the Contractor to obtain required bonds and insurance and to procure all materials and equipment necessary to fulfill its contract within the time shown in the schedule.

Section 1.12. Notice to Proceed.

"Notice to Proceed" is the notice given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Notice of Intent to Award. The Notice to Proceed establishes the start of the Work and authorizes the Contractor to begin construction.

Section 1.13. Project.

"Project" shall mean the total design and construction of the work of improvement described in the Contract Documents, of which the Work may be the whole or a part and which may include construction by District or by separate contractors.

Section 1.14. Project Inspector.

The "Project Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The Project Inspector is hereby designated as an agent of the District for such purpose and no other. The Project Inspector is supervised by, and reports to, the Architect. The authority of the Project Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Code of Regulations, and no additional authority has been granted nor shall be inferred.

Section 1.15. Site.

"Site" is the area within which the Project is to be constructed.

Section 1.16. Special Inspector.

The "Special Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of specific aspects of the work as required by Title 24, California Code of Regulations.

Section 1.17. Special Provisions.

The "Special Provisions" are specific clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.

Section 1.18. Specifications.

"Specifications" include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a Change Order.

Section 1.19. Subcontractor.

"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement.

Section 1.20. Work.

The "Work" shall mean that scope of work to be performed hereunder and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.



## ARTICLE 2. CONTRACT DOCUMENTS

### Section 2.01. The Contract.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by a written Change Order. The Contract Documents do not create any contractual relationship between the District and any Subcontractor or sub-subcontractor, or between the District Representative or the Architect and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, water, light, heat, utilities, transportation and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents.

### Section 2.02. Written Notice.

Written notice may be accomplished by personal delivery, United States mail, overnight mail, email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered to Contractor's home office, job-site office, or to Contractor's superintendent; or when the facsimile transmission is complete; or one business day after email transmission; or two days after mailing by U.S. mail; or upon actual delivery as evidenced by a delivery receipt.

### Section 2.03. Rights and Remedies.

The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the District available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Neither the inspection by District or its agents, nor any payment for any part of the Work by District, nor any extensions of time, nor any position taken by District or its agents shall waive any provision of the Contract Documents, or any power reserved to District, or any right to damages. The failure of the District to insist on the strict performance of any one or more of the provisions of this Contract, or to exercise any right, shall not waive the District's right to subsequently demand such strict performance or to exercise such right(s).

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the District and hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

### Section 2.04. Unenforceability of any Clause.

If any clause or provision of the Contract Documents is held to be unenforceable or invalid, then that provision of the Contract shall be stricken and the remaining portion shall remain in full force and effect.



ARTICLE 3. INDEMNIFICATION AND INSURANCE

Section 3.01. Indemnification.

To the fullest extent permitted by law, the Contractor shall defend with counsel acceptable to the District, indemnify and save harmless the District, the District Representative, and the Architect and any of their respective officers, agents, and employees from and against, any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract, including but not limited to, equitable relief, stop notice actions, or any acts or omissions, any wrongful act, or any negligent act or omission to act, whether active or passive, on the part of the Contractor or any of its agents, employees, independent contractors, subcontractors or suppliers; provided, further, without limiting the foregoing, that the defense and indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor and the Contractor's agents, employees, independent contractors, or subcontractors or suppliers, and the District, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of the District.

In claims against any person or entity herein indemnified that are made by an employee, agent, independent contractor, subcontractor or supplier, or anyone else for whose acts the Contractor may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 3.02. Insurance.

The Contractor and its Subcontractors (except as otherwise provided herein) shall obtain, and maintain during the entire Contract, at their sole cost and expense, the following insurance:

a. Workers' Compensation Insurance: In accordance with the provisions of Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall provide workers' compensation insurance as required by law covering all workplaces involved in the Contract Documents. By executing the contract, the Contractor acknowledges that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions.

b. Liability Insurance: The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, with reliable insurance companies, on forms acceptable to District, for the following minimum insurance coverages:

i. Comprehensive general liability insurance, including but not limited to protection for claims of bodily injury and property damage liability, personal injury liability, and products completed operations liability. Coverage shall be with limits of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

ii. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$2,000,000.

iii. Additional coverages and/or limits may be required in the Special Provisions.

All liability insurance shall be written on an occurrence basis. The liability insurance policies shall be endorsed San Juan Unified School District



(1) to include by name the District, Architect, District Representative, and any other consultant retained by the District as additional insureds and shall provide that they are primary with any insurance maintained by District as non-contributory and will have severability of interest endorsement, and (2) to waive all rights of subrogation for losses arising from work performed by the Contractor for the District.

c. **Builder's Risk Insurance:** The Contractor shall purchase, maintain and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, insurance as to protect the District from loss or damage to work in the course of construction. This insurance shall be in the form of "Builders All-risk", "All-risk Installation Floater" or the equivalent, and the limits of liability shall be equal to one hundred percent (100%) of the contract value. Coverage shall be written on a completed value, non-reporting form, on a replacement cost basis, and shall cover the property against all risks of physical loss or damage. The policy shall contain a provision that both the interests of the District and the Contractor are covered and that any loss shall be payable to the District and the Contractor as their interests may appear. Notwithstanding any other requirement herein, Subcontractors shall not be required to obtain such insurance.

Certificates of all required insurance by the Contractor and copies of its insurance policies and endorsements shall be delivered to the District within five (5) working days after being notified of the intent to award the Contract, and before execution of the Agreement for Construction by the District. Insurance is to be placed with insurers approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

Every policy shall be endorsed to state that it shall not be assigned, canceled, or reduced in coverage without thirty (30) days' prior written notice to District. Every policy shall also be endorsed to state that the District shall be given notice of nonrenewal at least thirty (30) days prior to the nonrenewal date.

The Contractor shall not allow any Subcontractor to commence work on its subcontract until the Subcontractor has provided the insurance specified herein.

Any deductibles or self-insured retentions must be declared to and approved by the District. Any and all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

#### ARTICLE 4. PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

##### Section 4.01. Department of Industrial Relations Registration.

The Contractor, and any subcontractor, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration throughout the term of this Contract.

##### Section 4.02. Permits.

The District will pay all fees required by the Division of the State Architect, Department of General Services, State of California. The District will reimburse the Contractor for utility connection fees, encroachment permits, and utility service charges (other than temporary utility charges) necessary for the completion of the Work. All other fees and permits shall be at the expense of the Contractor.

##### Section 4.03. Compliance with Laws and Regulations.

The Contractor shall observe and comply with all laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work.

All work shall be performed in accordance with the rules and regulations, Title 24, Parts 1-5 and 9, California Code of Regulations, and Division of the State Architect, and a copy shall be kept on the job at all times during construction.



ARTICLE 5. DRAWINGS AND SPECIFICATIONS

Section 5.01. Subsurface Conditions.

Where information regarding subsurface conditions is shown on the Drawings or Plans, it represents only a statement by the District as to the character of the materials which have been encountered by the District's investigation. This information is only included for the convenience of bidders, including the Contractor, and the District assumes no responsibility with respect to the sufficiency or accuracy of the information or of the interpretation thereof. There is no guaranty, express or implied, that the conditions indicated are representative of those existing throughout the Project or the Work or that unanticipated conditions may not occur.

Section 5.02. Existing Utilities Lines ; Site Survey ; Contractor Reliance

Pursuant to Government Code section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such Work. When required by the scope of the Work, the District will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site Work shall be provided by the Contractor. Any test borings and soils reports for the Project have been made for the District to indicate the subsurface materials that might be encountered at particular locations on the Project. The District has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The District does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the District's request, the Contractor shall make available to the District the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor. The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the District and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

Section 5.03. Interpretations and Additional Instructions.

Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, then before proceeding with the work affected, the Contractor shall notify the District Representative in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work.

Should the Contractor proceed with the work affected before receipt of instructions and/or authorization to proceed, it shall remove and replace or adjust any work which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost without an extension of time.

The Architect, through the District Representative, may furnish supplemental drawings or instructions to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. If supplemental drawings or instructions are known to involve extra cost, then the Contractor shall be asked to price the extra work. These



supplemental drawings and instructions shall become a part of the Contract Documents; the Contractor shall make its work conform to them.

If the Contractor does not agree that work due to an interpretation or supplemental drawing or instruction is within the scope of the Contract Documents, the Contractor shall, within seven (7) days after receipt of the interpretation or instruction, submit a Proposed Change Order to the District Representative specifying in detail in what particulars the contract requirements were exceeded and the resulting change in cost. The District Representative shall then determine whether a Change Order shall be issued. The Contractor shall perform such work without delay.

Section 5.04. As-Built Drawings and Specifications.

The Contractor shall maintain a master set of red line Drawings and Specifications at the Site which shall be updated weekly to reflect current as-built conditions of the Work as the Work progresses. The information to be recorded by the Contractor will be determined by the Architect. The updated drawings and specifications shall be available for review by the District Representative and the Inspector. Failure to comply with the preparation of as-builts may result in the District withholding the current progress payment.

As a condition to certification of final completion and of final payment, the Contractor shall provide the original as-built drawings and specifications, together with all additional information requested by the Architect. Delays in the submission of complete as-built documents may subject the Contractor to liquidated damages.

ARTICLE 6. SUBCONTRACTORS

Section 6.01. Subcontracting.

If the Contractor subcontracts any work to be performed or materials to be supplied pursuant to this agreement, the Contractor shall be as fully responsible to the District for the acts and/or omissions of such Subcontractor or supplier as it is for its own acts and omissions. Any and all discussions between any Subcontractor or supplier and the District or any of its representatives shall be initiated through the Contractor or its representative.

No contractual relationship exists between any Subcontractor or supplier and the District, and this Contract shall not be construed to be for the benefit of any Subcontractor or supplier.

Each Subcontractor shall have an active contractor's license pertaining to its classification of work maintained in "good standing" from commencement of the Subcontractor's work through final completion of the Project. Each Subcontractor shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any work, and shall maintain current registration through final completion of the Project.

The Contractor shall not perform work on the Project with a Subcontractor who is ineligible to perform work on public works project pursuant to Labor Code sections 1777.1 or 1777.7.

Section 6.02. Use of Listed Subcontractors.

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, requiring use of Subcontractors listed in the Contractor's bid.

Section 6.03. Termination of Unsatisfactory Subcontractors.

When any subcontracted portion of the Work is not being prosecuted in a satisfactory manner, or when materials supplied do not conform to the Contract Documents, the District may, in its discretion, direct the Contractor to discharge the Subcontractor or supplier. The District shall not be responsible for any added costs or delay associated with discharge of such a Subcontractor or supplier.

ARTICLE 7. STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY



Section 7.01. Prevailing Wage Rate; Notice.

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the work on the project is to be performed for each craft, classification, or type of worker needed to execute this Contract. The prevailing rates so determined are on the internet at <https://www.dir.ca.gov/opri/DPreWageDetermination.htm>. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 7.02. Payment of Prevailing Wage Rates.

Pursuant to Labor Code Section 1772, workers employed to perform Work under the Contract are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. The Contractor shall pay, and shall cause all Subcontractors, whether under contract with the Contractor or under contract with any Subcontractor, to pay not less than the specified prevailing wage rates to all workers employed in the execution of this Contract.

Section 7.03. Records of Hours Worked and Wages.

The Contractor shall keep, and shall cause all Subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the District and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code.

In the event that the Contractor and/or any Subcontractor fails to submit certified payroll records to the District within ten (10) calendar days of a request from the District for the records, the Contractor and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars (\$100) per calendar day, per worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The Contractor is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the Contractor can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

In accordance with Government Code section 8546.7, all books, records, and files of the Contractor, or any Subcontractor, shall be subject to examination and audit by the Auditor General for three (3) years after final payment. Contractor shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 7.04. Additional Requirements for Labor Compliance.

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors to comply. The records kept by the Contractor and all Subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by the DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require Contractor and any of its Subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed  
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("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the District may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the District has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 7.05. Apprentices.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor. The Contractor and all Subcontractors shall comply with the requirements of the Labor Code in the employment of apprentices.

Section 7.06. Penalties.

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the Contractor shall forfeit to District as a penalty the sums specified by law and/or the Labor Commissioner, over and above any retention or withholds otherwise authorized by the agreement.

Section 7.07. Compliance with State Anti-Discrimination Laws.

The Contractor shall comply with Section 1735 of the Labor Code, which generally prohibits discrimination in the employment of persons upon public works.

ARTICLE 8. SUPERVISION AND LABOR

Section 8.01. Supervision.

The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.



The Contractor shall at all times keep a full-time superintendent who is fully empowered to act as agent for the Contractor on the Site. The Contractor shall advise the District in writing of its agent prior to the start of any work.

The Contractor shall enforce strict discipline and good order among all employees including compliance with the District Guidelines for Conduct on School Sites, and shall not employ on the Work any unfit person or anyone not skilled in the assigned task. The District may require that the Contractor immediately remove from the Work any employee of the Contractor or any Subcontractor for cause.

Section 8.02. Contractor's Coordination of Work.

The District reserves the right to do other work in connection with the Project by separate contract or otherwise. The Contractor shall conduct its Work so as not to interfere with the District or others engaged in the work. The Contractor shall coordinate its Work with the work of others so that no delays or discrepancies shall result in the whole Project.

Section 8.03. Daily Reports.

No less than on a weekly basis, the Contractor's superintendent shall submit to the District Representative daily reports on the District's furnished form (via Kahua), which daily reports shall include, without limitation, the identity of Subcontractors on the Site; an accurate headcount of workers on the Site; materials and equipment delivered to the Site; visitors to the Site; work performed; and any problems encountered.

Section 8.04. Fingerprinting.

Education Code sections 45125.1 and 45125.2 apply to this Agreement. The Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If the Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require any person affiliated with Contractor (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice ("DOJ") if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Contractor will so certify by signing and submitting to the Governing Board of District the certification form attached as Exhibit A to the Agreement for Construction. In addition, Contractor shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit B to the Agreement for Construction. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

ARTICLE 9. INSPECTION AND TESTING

Section 9.01. Inspection.

Inspection shall be provided as required under CCR Title 24. All inspection costs will be paid for by the District.

For contracts requiring DSA approval, the Division of the State Architect will designate a field representative who will visit the Site periodically and may inspect the Work. The DSA field representative may require certain modifications to the Project as constructed.

All work shall be available for inspection and the Project Inspector shall have full access to review all work during all working times. Where the work is required to be inspected, tested or approved before the work proceeds, such work shall not proceed, nor shall it be covered up without inspection. The Contractor shall provide written notice to the Project Inspector at least twenty-four (24) hours in advance of the readiness for inspection. If any part of the Work is covered prior to inspection, the District may order the work to be uncovered so that inspection may be accomplished. The Contractor shall bear all expenses of such examination and satisfactory reconstruction.



Section 9.02. Authority of Project Inspector; Stop Work Notices.

The Project Inspector shall have the authority to order the work stopped if, in the Project Inspector's opinion, that work is proceeding in violation of the Contract Documents or any orders issued by the District, its representatives, or the Architect. The failure of the Project Inspector to order the work stopped does not excuse the Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Architect, who shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Architect shall be final, subject to the claim procedures herein. The Contractor shall comply with the instructions of the Architect regarding corrections to cure the defect. The suspended work shall be resumed only when the Architect's instructions are fulfilled. The Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

Section 9.03. Inspection of Completed Work.

At any time before final inspection and acceptance of the Work, the District may direct the Contractor to remove or expose any previously-completed work to allow for inspection of work already completed. If the work is defective due to the fault of the Contractor or any Subcontractor, then the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If the work is found to meet the requirements of the Contract Documents, then the additional cost involved in the examination and replacement shall be allowed the Contractor and a Change Order shall be issued for such cost and any time impact to the critical path.

Section 9.04. Testing.

The District reserves the right to require the Contractor to provide samples, and to perform tests on any materials, articles, equipment, installations, or construction performed by the Contractor. The District shall assume the cost of sampling and testing materials only when the Contract Documents do not require the Contractor to do so.

All tests shall be performed under the supervision of the testing laboratory or consultant employed by the District, when convenient to the District. The Contractor shall provide written notice to the District Representative at least 24 hours prior to the need for off-site tests or inspections, and the District Representative will arrange such tests or inspections. The Contractor shall bear all expenses of tests performed where the Contractor fails to provide this minimum notice.

The Contractor shall, at the Contractor's sole cost and expense, furnish, package, mark, and deliver all samples to be tested at locations other than the Site. Delivery of all samples to the testing laboratory shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing samples required by the Contract Documents or due to the Contractor's request for substitution.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and all further sampling and testing shall be at the Contractor's expense.

Section 9.05. Effect of Inspection, Sampling and Testing.

Neither any inspection nor any testing nor any progress payment shall relieve the Contractor of its obligation to fulfill the Contract as required by the Contract Documents.

ARTICLE 10. PROTECTION OF WORKERS, PUBLIC AND PROPERTY

Section 10.01. Safety Precautions and Programs.

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the Site and for ensuring against and/or correcting any hazardous conditions on the Site. The Contractor shall at all times maintain adequate protection against injury to persons, including employees, or damage to property, on or near the Project, or adjacent to the Site. The Contractor shall protect all Work from damage, loss, defacement, or vandalism.



The Contractor shall take every precaution and implement all necessary safeguards for the safety of all employees and others on the Work, and to comply with all applicable safety laws, rules and regulations applicable to the Work (including without limitation all Occupational Safety laws) and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall erect and properly maintain at all times danger signs warning against hazards created by construction.

If work is ongoing while school is in session, the Contractor shall take precautions to prevent injury and access to children and staff, and shall comply with the District's Guidelines for Onsite Safety.

Material storage and vehicle access and parking shall be subject to District approval. The use of alcohol, drugs, or tobacco will not be permitted on District property.

The Contractor's superintendent shall have the duty to prevent accidents and for overall jobsite safety, unless another individual at the Site is designated by the Contractor in writing to the District Representative.

The District shall have neither direct nor indirect responsibility for maintaining any safety or health conditions, or for ensuring against or correcting any hazardous conditions on the Site.

Section 10.02. Protection of Existing Improvements.

The Contractor shall take all necessary precautions to protect all existing improvements and facilities from any damage resulting from the operations, equipment or workers of the Contractor during the course of the construction. The Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities, and all damaged improvements and facilities shall be replaced, repaired, and restored to their original condition without additional cost to the District and without an extension of time.

Section 10.03. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the Site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to excavation, the Contractor shall notify all public utilities and governmental agencies of the work proposed, and shall ascertain from them the exact location of their utilities.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the District Representative, who will send the District and occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by the Contractor. The Contractor shall provide notice at least seven (7) days in advance of the work, or longer if required by law or regulation, with a copy delivered to the District Representative.

The Contractor shall, at the written instruction of the District Representative, meet with any recipient of such notice to explain and discuss the proposed work.

Section 10.04. Fire Protection.

The Contractor shall take all steps necessary to protect all structures from fires and sparks originating from the Work, shall comply with all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction. The Contractor must keep the fire and intrusion detection systems operational throughout the duration and scope of its work. The Contractor shall notify the District Representative and the fire department in writing at least 72 hours prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

Section 10.05. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the District, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and the Contractor shall bear all costs of that action. The Contractor shall immediately

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notify the District Representative of such actions, and thereafter shall comply with any instructions issued by the District Representative.

Upon the failure of the Contractor to make immediate emergency repairs, the District may perform such work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to the Contractor shall be necessary for the District to take this action.

## ARTICLE 11. SUBMITTALS AND MATERIALS

### Section 11.01. Submittals.

The Contractor shall furnish to the District Representative all Submittals and other descriptive material as are required by the Specifications or requested by the Architect. The Contractor shall submit its Submittals so as not to delay the Project. Unless otherwise specified, the Contractor shall allow fourteen (14) days for the District Representative and the Architect to review each Submittal.

Submittals shall be submitted electronically, unless otherwise specified, in the form specified by the District Representative. No Submittals requiring color selections, samples, or shop drawings will be accepted as electronic Submittals. The District Representative will not review the Submittals for technical compliance, but may reject any Submittal found, in the District Representative's judgment, to be incomplete.

By approving and submitting shop drawings, product data, manufacturers' instructions, and samples, the Contractor represents that it has determined and verified all materials, field measurements and field construction criteria related thereto and that it has checked and coordinated the information contained within those Submittals with the requirements of the Work and to the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Submittals as may be issued by the District Representative.

### Section 11.02. Review of Submittals.

Following submission, the Submittals will be reviewed and returned with one or more of five possible responses by the District Representative or Architect. These possible responses are as follows:

A. Unreviewed: If the Submittal is not required, or if it is not complete, or if it does not meet the form, format, and number requirements specified, it may be returned unreviewed. If the Submittal is not required, work may commence; if the Submittal was returned due to form requirements, it shall be resubmitted and approval obtained prior to commencement of the work.

B. Approved, Reviewed, or No exceptions taken: In the event the Submittal is acceptable as submitted, it will be returned with this status. Work may proceed upon receipt of approved Submittal.

C. Make Corrections Noted: If the Submittal is acceptable except for certain items which have been noted by the Architect, it will be so designated. Work may proceed with the corrections made, and no resubmittal is necessary.

D. Revise and Resubmit: This status indicates that revisions are noted on the Submittal, and an additional Submittal is required to reflect those revisions and/or additional information. Work may not commence until the resubmittal is approved.

E. Rejected: A Submittal may be rejected if it is not in compliance with the Contract Documents, or if it proposes an "or equal" or substitution which is not acceptable to the Architect. A superseding Submittal shall be submitted and approved prior to commencement of the work.

Should the Contractor proceed with the work shown on a Submittal before approval is received, it shall remove and replace or adjust any work which is not in accordance with the Submittal as ultimately approved, and it shall be responsible for any resultant damage, defect, or added cost.

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The Contractor shall resubmit Submittals in categories “D” and “E” above after making any changes required so that Submittals will comply with the Contract Documents. When resubmitting, the Contractor shall direct specific attention to deficient areas. Resubmittals shall be made with sufficient time to avoid delay to the Work.

Section 11.03. Submittals Showing Variation from Contract.

The Contractor must identify any variation or discrepancy between the Submittals and the Contract Documents, and explain why they are requested, in its letter of transmittal. Failure to identify any such variation or discrepancy shall render the approval null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays. The Contractor shall bear all costs associated with any approved variation or discrepancy, including but not limited to design fees, construction management fees, costs incurred by other contractors, and inspection fees.

Section 11.04. Equal Materials.

Unless otherwise provided in the technical specifications, whenever in the Contract Documents any systems, processes, products, or materials are indicated or specified by the name brand of the manufacturer, or by patent or proprietary names, those specifications shall be deemed to be a measure of quality and utility or a standard, and shall be deemed to be followed by the words, “or equal.” It is the intent of this article to comply with Public Contract Code Section 3400. If the Contractor desires to use any “equal” brand or manufacturer, it shall apply to the District Representative in writing, within ten (10) business days after Notice of Intent to Award, and shall submit samples and all other information necessary to substantiate its claim of “or equal.”

A request for approval of an “equal” constitutes a certification that the Contractor:

- A. Has investigated the proposed “equal” and determined that it meets or exceeds, in all respects, the specified system, process, product, or material.
- B. Will provide the same or better warranty for the proposed “equal” as for the specified system, process, product or material.
- C. Will coordinate installation and make other changes which may be required for work to be complete in all respects and at no additional cost to the District.
- D. Waives claims for additional costs and/or time which may subsequently become apparent.

The District may determine that samples and testing are required to evaluate a request, and the Contractor shall, at no cost to the District, provide samples and bear all costs of sampling and testing required to decide a request for approval of an “equal.”

The District Representative and/or the Architect shall evaluate the request, and shall approve, deny, or approve with conditions the Contractor’s request. The District’s decision on the request shall be final. If the request is not accepted, the Contractor shall provide the specified system, process, product or material without an increase in the Contract price and/or time.

Section 11.05. Materials and Products Delivered to the Site.

The Contractor shall confine the storage of all materials, products, and equipment to the areas specified by the District, and shall leave driveways and parking areas clear for the regular use of the public and District employees.

All materials delivered to the Site shall be new, unless otherwise specified, of the type, capacity, and quality specified, and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed, and kept legible. No product shall be stored in any container, the label of which does not accurately describe the contents of the container.



## ARTICLE 12. PROGRESS PAYMENTS

### Section 12.01. Application for Payment.

Application for Payment shall be made on a monthly basis for work completed. The progress payment will be based on the estimated percentage complete, subject to review and approval by the District. The Contractor shall submit with its application all documents necessary to substantiate its estimate of percentage completion.

For each monthly application for payment, the Contractor shall submit a conditional lien release in the form provided in the Contract Documents warranting that title to all work, labor, materials and equipment covered by the application is free and clear of all liens, claims, security interests or encumbrances. Additionally, the Contractor shall submit unconditional lien releases for all work through the prior progress payment. For final payment, the Contractor and all of its Subcontractors and material suppliers shall submit final conditional and final unconditional lien releases.

No progress payment will be released until the District Representative has received the required lien releases and all required certified payroll and other pay records if requested by the District.

### Section 12.02. Payment; Retention.

The District shall reserve from monies earned by the Contractor a sum equal to five percent (5%) of the estimates.

If requested in writing by the Contractor within five (5) days after receipt of Notice of Intent to Award, the Contractor may exercise its right to deposit into escrow securities in lieu of retention, or have retention deposited into escrow, in accordance with Public Contract Code section 22300. Upon satisfactory completion of the Contract, the securities or retention plus interest earned shall be returned to the Contractor. If the Contractor exercises its option hereunder, it must notify its Subcontractors in writing, within ten (10) days of the Contractor exercising its option, of their equivalent right to do so.

### Section 12.03. Withholding Additional Amounts.

In addition to the amounts which the District may retain as provided in Section 12.02, the District may withhold a sufficient amount from any payment or payments otherwise due to the Contractor as in the District's sole discretion may be necessary to protect the District in the event of the following:

- A. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- B. Defective work not remedied;
- C. Failure of the Contractor to make proper payments to any of its Subcontractors or suppliers, including without limitation in response to a stop payment notice;
- D. The occurrence of reasonable doubt that the Contract can be completed for the balance of payments then unpaid to the Contractor, or in the time remaining;
- E. Failure of the Contractor to comply with any lawful or proper direction concerning the Work;
- F. Claims and/or penalties which state law assesses against the Contractor for violation of such law;
- G. Any claim or penalty asserted against the District by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- H. Any liquidated damages which may accrue; or
- I. Any reason specified elsewhere in the Contract Documents as grounds for a retention or that would legally entitle the District to a set-off.

The basic standard to determine the amount to be withheld pursuant to this Section shall be one hundred fifty  
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percent (150%) of the amounts claimed or the value of the work not done or defectively done; provided, however, that District reserves the authority to retain greater sums should such sums be necessary in the District's discretion to adequately protect it.

Section 12.04. Effect of Progress Payments.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment shall relieve the Contractor from its obligations under this Contract, or entitle the Contractor to any extension of time. The Contractor shall continue diligently to prosecute the Work notwithstanding any dispute over payment.

ARTICLE 13. USE OF FEDERAL FUNDS

Section 13.01. Use of Federal Funds.

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 15846, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 15846 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If the Contract Price exceeds \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT.** For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights

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to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

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

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

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

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

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

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

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

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

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

#### ARTICLE 14. DELAYS AND EXTENSIONS OF TIME



Section 14.01. Extensions of Time; Unavoidable Delays.

The Contractor shall not be granted an extension of time except on the issuance of a Change Order by the District, upon a finding of good cause for such extension.

A. As used herein, the following terms shall have the following meanings:

1. "Excusable Delay" means any delay beyond the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor, during which the District concludes that work on the critical path cannot continue. The default of any Subcontractor or supplier is not a condition beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an extension of the Contract Time, but shall not entitle the Contractor to any adjustment of the Contract price.

2. "Compensable Delay" means an Excusable Delay caused solely by the wrongful acts of the District and which delay is unreasonable under the circumstances and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of Contract Time and/or an adjustment of the Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

3. "Inexcusable Delay" means any delay beyond the Contract Time resulting from causes other than those listed in Subparagraphs A1 and A2, above. An Inexcusable Delay will not entitle the Contractor to an extension of Contract Time or an adjustment of the Contract price.

B. The Contractor may make a claim for an extension of Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

2. If an Inexcusable Delay occurs concurrently with either an Excusable Delay and/or a Compensable Delay, the maximum extension of time shall be the number of days, if any, by which the duration of the Excusable Delay and/or the Compensable Delay exceeds the Inexcusable Delay. The duration of the concurrence is non-compensable.

Delays in Work which do not prevent or delay the timely completion of the whole Work are not to be considered Excusable or Compensable.

Section 14.02. Notice of Delays; Requests for Time Extensions.

Whenever the Contractor anticipates or experiences any delay in the prosecution of the Work which the Contractor regards as good cause for an extension, the Contractor shall notify the District Representative in writing of the delay. The notice shall specify the cause of the delay, an analysis showing the effect of the delay on the critical path, and the length of the requested extension of time. Failure of the Contractor to submit such a notice within ten (10) days after knowledge of the facts giving rise to the delay shall constitute a waiver by the Contractor of any entitlement to a time extension and any associated additional compensation.

Upon receipt of a request for extension, the District Representative shall investigate the facts in the notice, shall respond to the notice in writing within ten (10) days of receipt of the request, and shall indicate whether it will recommend for or against the extension.

Section 14.03. Liquidated Damages.

If the Work is not completed by the Contractor in the time specified, or within any authorized extension of time, the Contractor acknowledges and admits that the District will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the District that the Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Date of Completion, and that both the Contractor

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and the Contractor's surety shall be liable for the total amount thereof, and that District may deduct Liquidated Damages from any monies due or that may become due to the Contractor.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the project caused by the failure of the District or the owner of utility facilities located on the Project Site to provide for removal or relocation of such facilities.

Payment by the District of any progress payments after expiration of the Contract time shall not constitute a waiver by the District of its right to claim liquidated damages in accordance with this Section.

If the Contract is terminated, the Contractor shall remain liable to the District for liquidated damages for all periods of time from such termination date until the Date of Completion.

#### ARTICLE 15. CHANGES TO THE WORK

##### Section 15.01. No Changes Without Consent.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Proposed Change Order signed by the District, or by a Directive signed by either the District or the District Representative, stating that the extra work or change is authorized.

##### Section 15.02. Change Orders.

The District may require changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the Contract Documents. Changes may be made pursuant to a written Change Order signed by the District, which shall state the scope of the change in the Work; the adjustment in the Contract amount, if any; and the adjustment in the Contract time, if any. Signature by the Contractor on the Change Order constitutes its agreement with and acceptance of the adjustments set forth in the Change Order as full and complete satisfaction of the effects of the changed work.

Any extension of the Contract Time or change in the Contract amount must be included in a Change Order. No Change Order shall cause the total Contract amount to exceed the maximum amount permitted under Public Contract Code section 22032(b) for projects awarded using informal procedures.

If the Contractor believes that it has been directed to do additional work requiring a change in Contract Time or cost, then the Contractor may submit to the District Representative a Proposed Change Order (PCO).

##### Section 15.03. Construction Change Directive/Directive.

Changes also may be made pursuant to a Directive, which shall direct a change in the Work and state a proposed basis for adjustment, if any, in the Contract amount or Contract time, or both. Directives shall be approved by the District, the Architect, and, if applicable, DSA, but need not be signed by the Contractor. Signature by the Contractor on the Directive constitutes its agreement with and acceptance of the adjustments in the Contract amount and Contract time, if any, set forth in the Directive as full and complete satisfaction of the effects of the changed work.

Upon receipt of a Directive, the Contractor shall promptly proceed with the change in the Work involved. It is the intent of the District that all Directives will be converted to a Change Order.

If the Contractor disagrees with the adjustment in the Contract amount, then the adjustment shall be determined based on (1) unit prices stated in the Contract Documents or subsequently agreed upon; (2) the District Representative's estimate of the value of the change; or (3) "time and materials," as defined below.

##### Section 15.04. Allowable Costs.

A. Allowable costs for any Change Order shall be limited to the following:

1. Costs of labor, including labor burden;



2. Actual cost of the project superintendent, but only if associated with a Compensable Delay;
3. Actual costs of materials, including sales tax and delivery;
4. Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor Or others;
5. Combined Overhead and Profit of fifteen percent (15%) of the costs specified in (1) through (4) above to the contractor performing the work, plus ten percent (10%) of the amount specified above which is performed by a Subcontractor as the Contractor's markup on such work. Cumulative total markup shall not exceed twenty-five percent (25%).

B. When both additions and credits are involved, the allowance for Overhead and Profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change. If the net value of a change results in a credit, then the credit shall be the actual net cost, plus five percent (5%) for Overhead and Profit.

Section 15.05. Time and Materials Adjustment.

For time and materials pricing, the price shall be calculated using the Allowable Costs in Section 15.04. Time and material (T & M) labor rates shall be pre-approved by the District Representative for T & M work.

The Contractor shall keep and present daily, in such form as the District Representative may prescribe, an itemized accounting together with appropriate invoices and other supporting data of the labor, materials, and equipment used during that day. All labor shall be recorded on separate time sheets clearly identified with the Directive number and scope of extra work involved. These time sheets shall be signed daily by the Project Inspector or the District Representative. No costs will be allowed for time not recorded and signed the same day the work takes place. The Contractor and the District Representative shall discuss and attempt to resolve any disputes concerning the Contractor's daily records at the time the report is submitted.

The Contractor shall, with its progress payment requests, specify all work performed under a T & M Directive during the period of the progress payment request. A final reconciliation shall be submitted within 30 days after the work of the Directive is completed. No costs will be allowed for work not specified with the progress payment request or timely included in a reconciliation.

Section 15.06. Effect on Sureties.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds.

Section 15.07. Unforeseen Site Conditions.

If this Contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations:

A. If any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Representative, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents.
3. Unknown physical conditions at the Site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.



A. Upon receipt of notice from the Contractor, the District Representative, the District and the Architect shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order or Directive.

B. If a dispute arises as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall proceed with all work to be performed. The Contractor shall retain any and all rights which pertain to the resolution of disputes between the parties.

C. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice under paragraph A of this Section.

Section 15.08. Notice of Dispute

If the Contractor intends to make a claim for a change in the Contract amount or Contract Time, the Contractor must give the District Representative written notice within ten (10) days of the occurrence of the event giving rise to the claim. Failure to provide timely written notice within shall constitute a waiver by the Contractor of any claim for a change in the Contract amount or Contract time.

ARTICLE 16. [Reserved]

ARTICLE 17. REJECTION AND REPLACEMENT OF WORK AND MATERIALS

Section 17.01. Rejection of Materials and Workmanship and Correction of Work.

The District shall have the right to reject materials and workmanship which are determined to be defective or fail to comply with the Contract Documents. The Contractor shall promptly correct all work rejected by the District. Rejected workmanship and materials shall be corrected to the satisfaction of the District and/or Architect all without added cost to the District and/or an increase in the Contract time.

If the District determines that it is in its best interest not to correct defective workmanship and/or materials, then the Contractor agrees that an equitable deduction from the Contract amount shall be made therefor.

If, within two (2) years after the Date of Completion and acceptance of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct any or all such work, together with any other work which may be displaced in so doing, without expense to the District, promptly after receipt of a written notice from the District unless the District has previously given the Contractor a written acceptance of such condition.

Section 17.02. Notice of Default; Deduction of Cost.

If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails to commence correction of any such defective Work within three (3) days after receipt of written notice of the defect from the District, then the District may correct the deficiencies and may complete that portion of the Work through such means as the District may select, including the use of a new contractor. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting the deficiencies, and any other associated costs. If the payments then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the District.

ARTICLE 18. DISTRICT'S RIGHT TO TERMINATE CONTRACT

Section 18.01. Termination by the District for Convenience.

The District may at any time and for any reason, terminate, in whole or in part, Contractor's Work for the District's convenience. Termination shall be by written notice to Contractor. Upon receipt of such notice, Contractor shall, San Juan Unified School District



unless the notice directs otherwise, immediately discontinue Contractor's Work, take necessary actions to protect the Work, and take such other actions reasonably directed by the District to transfer or terminate any obligations associated with the Work.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) at Contract rates for Work performed in conformity with the Contract, less amounts previously paid; plus (2) previously unpaid and documented costs for materials delivered to the Site but not incorporated in the Work, not to exceed the portion of the Contract amount allocable to said items; plus (3) proven losses with respect to materials and equipment directly resulting from the termination; plus (4) reasonable demobilization costs.

If this Contract is terminated for default, and if it is later determined that the default was wrongful, such default termination automatically shall be converted to and treated as a termination for convenience under this Section.

Section 18.02. Termination by the District for Cause.

The District may terminate the Contract for the following causes:

A. The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor; or

B. The Contractor or any of its Subcontractors materially breach any of the provisions of the Contract Documents, including without limitation failure of the Work to conform to the Contract Documents, failure to complete the Work within the Contract time, failing to make prompt payment to Subcontractors or suppliers, persistent failure to comply with the law or the instructions of the District or its representatives or agents, failure to keep required insurance in effect, or any other such material breach.

Prior to terminating for cause, the District shall give written notice to the Contractor and its surety or sureties of its intention to terminate the Contract. Unless the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof within seven (7) days of the delivery of such notice, the District shall have the right to terminate the Contractor's right to complete the Work by written notice to the Contractor and its surety or sureties. Upon such notice, the surety shall have the rights and obligations set forth in the performance bond.

If the District takes over the Work, it may prosecute the same to completion by contract or by any other method it may deem advisable, and the Contractor and its sureties shall be liable to the District for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the District may, without liability, take possession of and utilize in completing the Work, the Contractor's materials that are necessary for completion. Contractor hereby assigns to the District all of its interest in orders and/or contracts existing at the time of termination, subject to the District providing notice of acceptance of the assignment in writing, and only as to those orders and/or contracts which the District designates in writing. If the Contractor's right to proceed is terminated, then the Contractor shall not be entitled to receive any further payment until the Work is finished, and shall be liable to the District for all losses incurred by the District in completing the Work.

Section 18.03. Survival of Obligations.

No termination of this Contract or of Contractor's Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract Documents with respect to any Work performed prior to the date of termination.

Section 18.04. Wrongful Termination.

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the District, or if Contractor otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Contractor shall submit a Claim pursuant and subject to Article 23. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

ARTICLE 19. PRESERVATION AND CLEANING

Section 19.01. Periodic Cleaning of Project.

The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner, including San Juan Unified School District



removing all dirt, debris, and waste from the Project, the adjacent sidewalks and streets, and the working area.

Section 19.02. Final Cleaning of Project.

Prior to final acceptance/inspection and occupancy by the District, the Contractor shall thoroughly clean the Site and adjacent areas of all material related to its performance of the Work. Prior to final completion or District occupancy, the Contractor shall conduct an inspection of sight-exposed surfaces, and all work areas, to verify that the entire work Site is clean.

ARTICLE 20. COMPLETION, INSPECTION, AND OCCUPANCY BY DISTRICT

Section 20.01. Notice of Punch List Inspection.

When the Contractor believes that its Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, the District Representative, the Project Inspector and the Architect shall schedule a punch list inspection or inform the Contractor that the work is not ready for punch list inspection. The Contractor or its representatives shall be present at the punch list inspection.

If the Contractor requests a punch list inspection when the Work is not ready for the inspection, the Contractor shall pay all costs associated with the inspection.

Section 20.02. Punch List.

The District shall prepare a written punch list notifying the Contractor of any deficiencies to be remedied prior to final acceptance. The Contractor shall remedy all items shown on the punch list prior to final acceptance.

Upon completion of any punch list work, the Contractor shall again request a punch list inspection. If the Work still does not comply with the Contract Documents, then the District may issue such further punch lists as may be required or deduct from the final payment the cost of correcting any work not completed in accordance with the Contract Documents.

The District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

Section 20.03. Use of Work Prior to Acceptance.

The District may take possession of a portion of the Work prior to final acceptance. Contractor acknowledges and agrees such occupancy and/or use does not constitute acceptance or completion as defined by California Civil Code section 9200. The Contractor shall be obligated to make only those repairs in the portion of the Work occupied prior to acceptance that are due to defective material or workmanship, or the operations of the Contractor, but not those due to ordinary wear and tear.

ARTICLE 21. CONTRACT CLOSEOUT

Section 21.01. Contractor's Request for Final Payment.

When the Contractor determines that all of its Work is complete and all items on the punch list have been satisfied, the Contractor shall submit to the District Representative a certificate of completion, an application for final payment, and the following items:

- A. As-built drawing information.
- B. Three (3) sets of required operation and maintenance documentation.
- C. Hazardous material documentation, if required.
- D. Form DSA-6 Final Verified Reports.
- E. All other required DSA, California Department of Education, State Allocation Board and Office of Public School Construction forms.



F. Any extra stock material and equipment and manufacturer warranties/guarantees as required by the Contract Documents.

G. Other items as required in the Construction Administrative Procedures Manual.

No payment will be processed unless accompanied by the above listed submissions in acceptable form. Section

21.02. Final Payment Process.

Upon receipt of the Contractor's final payment application, the District Representative shall review the submittals required by this Article and verify that all of the Work is complete, including all punch list items.

The Architect shall prepare a statement of final inspection, stating that the Work has been given a final inspection, stating that the Contractor has submitted the required documents, detailing any deviations in the Work from the Contract Documents, and estimating the cost of correction of such deviations. The District Representative shall provide a copy of the Architect's statement of final inspection to the Contractor.

The District Representative shall either (1) recommend that the District accept the payment application, or (2) reject the payment application, stating the basis therefor, and, within twenty (20) days of receipt of the final payment application, submit a written estimate of the sum due to the Contractor.

If the Contractor contests the estimate of sums due prepared by the District Representative, then the Contractor may file a claim in writing with the District Representative pursuant to the requirements of Article 23 and setting forth in detail all grounds alleged by the Contractor to justify an adjustment to the District Representative's estimate.

Following acceptance of the Work, the District shall authorize final payment to the Contractor of the undisputed sums found due. This final payment shall be made within sixty (60) days after completion, as defined below, and recordation of the Notice of Completion.

Section 21.05. Completion; Acceptance of Contract; Notice of Completion; Final Payment.

Completion means the Contractor's complete performance of all Work required by the Contract Documents, and the District's formal acceptance of the Work, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy or otherwise.

Acceptance of the Work shall be made only by formal acceptance by the District. Recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the Work shall then be fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects.

ARTICLE 22. GUARANTEES

Section 22.01. Guarantee Required.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a minimum of two (2) years from and after the recordation of the Notice of Completion and formal acceptance by the District. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period, beginning when the correction is complete.

ARTICLE 23. CLAIM REQUIREMENTS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the District may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent

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with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

Section 23.01. Notice of Potential Claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the District upon discovery of concealed or unknown conditions or discovery of facts regarding any disagreement, protest, direction, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes adjustment to the Contract Price or Contract Time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim. The Notice shall be submitted as soon as practical, but no more than five (5) working days after the discovery of any facts or event that does or may give rise to the claim, unless a different period for notice is specified in the Contract Documents. **Failure to timely submit the Notice of Potential Claim constitutes acknowledgement that the condition(s), fact(s), occurrence(s) or event(s) did not cause any increase in cost or time to perform and waives any Claim that the Contractor otherwise may have had the right to submit based on such condition(s), fact(s), occurrence(s) or event(s).**

Section 23.02. Definitions.

“Claim” means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) payment of an amount that is disputed by the District.

“Mediation” means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

“Public works contract” or “public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

“Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor.

Section 23.03. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

23.03.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim. The evaluation of the Claim will be based on the District’s records and the Claim documentation submitted by the claimant, which shall include but not be limited to the following: background statement; chronology (including dates of all key events); explanation of the Contractor’s position; supporting documentation of merit; analysis of delay for any claimed additional time, including CPM schedules; and a calculation of amounts claimed, if any. Supporting documentation of merit may include, but not be limited to, Construction Documents, correspondence, meeting notes, inspection reports, test reports, daily reports, subcontracts, CPM schedules, photos, RFIs, Directives, and other such records. Supporting documentation of damages may include, but not be limited to, certified payroll reports; purchase orders; invoices; Subcontractor payment releases; quantity reports; general ledgers and any other accounting materials.



Claims must be filed on or before the date of final payment, except that the Claim must be submitted no later than thirty (30) days from the date of the District Representative's estimate of sums due. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 23.04 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

23.03.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the District because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

23.03.03 Upon receipt of a Claim, the District shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the District may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the District may have against the claimant. Where additional information is requested by the District, the time in which the District must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the District and the Contractor.

23.03.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 23.03.03 above, the District shall provide Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the District to respond to a Claim within the time periods described herein shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

23.03.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. The District shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

23.03.06 If the claimant disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the District's response or within 15 days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

23.03.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the District to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the District to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

23.03.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim.

San Juan Unified School District



Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

23.03.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 23.03.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

23.03.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

23.03.11 Claims of \$375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo*.

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 23.04. Claim Certification.

Every party with an interest in a claim submitted to the District, including the Contractor and any Subcontractor or material supplier, shall include the following "Claim Certification" with every claim submitted to the District. Failure to include the required certifications will constitute grounds for immediate rejection of the claim and shall be deemed a waiver and absolute bar of the claim, including any right to pursue the claim further.



The claim certification required by this section shall provide as follows:

**CLAIM CERTIFICATION**

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.* ("Act"), I certify that I have read and am familiar with the provisions of the Act; that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company are accurate and complete to the best of my knowledge and belief; that submission of the claim to the District does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of the claimant.

Dated: \_\_\_\_\_

Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Section 23.05. Continuance of Work.

In the event of a dispute between the parties as to performance of the Work or the interpretation of the Construction Documents, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the Contractor agrees to continue the Work diligently to completion. If the dispute is not resolved, except as provided otherwise in the Contract, the Contractor agrees it will neither rescind the Contract, nor stop the progress of the Work on the Project.

ARTICLE 24. ADDITIONAL PROVISIONS

Section 24.01. No Oral Agreements.

No oral agreement shall affect or modify any term or condition contained in the Contract Documents, nor shall such oral agreement entitle the Contractor to any additional payment or time to perform.

Section 24.02. Anti-Trust Assignment.

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the District all rights, title, and interest in and to all causes of action the Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 24.03. Contractor Not Agent, Nor Employee.

Neither Contractor, nor any Subcontractor, nor any officer, agent, or employee of either, is an officer, agent, or employee of the District.

Section 24.04. No Third Party Beneficiaries.

The Contract is entered into solely between the District and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise.

Section 24.05. Access to Records.

The District shall have access, upon reasonable notice and during normal business hours, to any books, documents, accounting records, project files, and other relevant records of the Contractor and all Subcontractors directly or San Juan Unified School District



indirectly pertinent to the Work. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at the District's cost.

END OF SECTION



## CONSTRUCTION PROJECTS GUIDELINES FOR SCHOOL SITE PROJECTS

### WELCOME TO THE SAN JUAN UNIFIED SCHOOL DISTRICT

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to repair and/or improve our schools.

### START AND END TIMES

The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. The schedule can be obtained in the Principal's Office.

### PARKING

Please check with the Project Planner/Coordinator for approved parking and staging locations.

### WORKER IDENTIFICATION BADGES

We have spent a great deal of time educating students about "possible danger of strangers." Some teachers, students, and parents will be suspicious of any unknown person on campus, so wear your identifying badge, provided by the school district, at all times. There is a \$2.00 non-refundable handling fee per identification badge which will be payable to San Juan Unified School District at the time of order. Lost badges are charged to contractor at \$100 each per Master Badge Receipt form.

### DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a "spotter" WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a "spotter" when backing up at any time on school grounds.

### WORKING WITHIN DESIGNATED AREAS

Construction is allowed only in designated areas. Major construction will be in fenced areas. Workers, materials, and equipment (including storage) will not be allowed outside designated areas.

### CLASSROOM DISRUPTIONS

Before entering an area where construction is in progress, you are required to notify the school district management or the school principal. Enter quietly, stay as long as you need to, keeping disruption to a minimum. Do NOT engage in conversation with students unless the teacher invites you to explain why you are there. Young children cannot handle a lot of detail. They may be more interested in your tool belt than in your area of expertise. Older students may be interested in delaying their school work; so keep your information short.

Some teachers will involve their students in the construction process. Classes may be outside watching you work and, in some cases, asking questions. If they approach you at a time when it is not convenient to talk, it is fine to tell them you are busy at this time and may be available later.

### LUNCH

Lunch time at schools is busy and congested. Avoid getting in the student path of travel. Lunch times vary by site. The schedule can be obtained at the site.



## **RECESSES**

These usually last 15-20 minutes. In most elementary schools there is a morning and an afternoon recess. Schedules can be obtained at the site.

## **CONSTRUCTION BREAKS AND LUNCHES**

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings and locations where students congregate. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the portable restroom facilities only, if available. Otherwise, use staff restrooms.

## **SMOKING, DRUGS, ALCOHOL, RADIOS, APPROPRIATE LANGUAGE AND DRESS**

- San Juan is a 'tobacco-free facility' district-wide. If you want to smoke or chew, please do so off campus.
- Use or possession of alcohol or drugs of any kind on campus is strictly forbidden.
- Please do not play radios and when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. San Juan tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.
- Dress appropriately for the work site. Shirts must be worn at all times. Specifically, tank tops are not allowed. Additionally, what is written or pictured on clothing must comply with the requirement of acceptable language above and must avoid reference to tobacco, alcohol, and drugs.
- Violation of any of the above may result in immediate automatic dismissal

DRAFT Facilities Committee Board Report  
WORKING DOCUMENT

We, the Facilities Committee, wanted to take a few minutes to give the Board some updates on the work of the Facilities Committee over the past several months. Our committee has been very active and it bears itself out in our member attendance.

Overall, the committee has been very active, and I think one of the biggest positives has been the seamless transition to using the dynamic facilities master plan for facilities planning across the district. This allows for ongoing facilities planning in a thoughtful, long-term, and data-driven way but provides more immediate transparency to constituents.

The committee spent a lot of time reviewing how projects are being scored and prioritized, looking at areas like building conditions, enrollment trends, infrastructure needs, and overall cost. That process has really helped create a more transparent and consistent framework for deciding where district investments should go.

Student safety has also been a major focus area. The committee reviewed and provided input on the districtwide fencing program, along with pilot safety measures including weapons detection systems, camera technology, and emergency alert systems. One thing that came through very clearly in those discussions was the importance of balancing safety with maintaining a welcoming school environment. For example, there was strong agreement around clear boundaries, such as not placing cameras inside classrooms.

The committee also spent significant time discussing our special education programs, especially at Laurel Ruff and the Ralph Richardson Center. These are some of our highest-need campuses, and conversations focused on how to modernize aging facilities while still supporting very specialized student needs. That includes things like medical accommodations, construction safety planning, and recognizing that these campuses operate year-round.

In terms of projects, the committee reviewed several major efforts currently in progress. That included the Nutrition Services freezer replacement project, which addresses both aging infrastructure and operational needs. There were also early discussions around the Rio Americano stadium project, which generated a lot of community interest related to traffic, lighting, and noise concerns. The environmental impact report for that project will likely be presented soon. The committee also provided input on planning at Sylvan Middle School, particularly around traffic flow, site access, and overall campus constraints.

Another important item was the 2026 Developer Fee Justification Study. After reviewing the data and assumptions behind the study, the committee supported adopting the maximum allowable fee. Those fees continue to be an important funding source to help offset the impact of new development on our schools.

The committee also emphasized the importance of community engagement, especially on projects that may directly impact neighborhoods. There was strong support for going beyond the minimum requirements when it comes to outreach and communication with

DRAFT Facilities Committee Board Report  
WORKING DOCUMENT

the community. Community input is an important part of any decision making. While community input is essential, you are all elected to lead and we understand there may be other reasons for the boards path forward so the concerns brought by some community members are not always the final word.

More broadly, I think the committee has really helped serve as a bridge between staff work and Board decision-making. They've taken the time to ask thoughtful questions, vet complex topics early, and provide valuable input before items ultimately come to the Board for action.

So overall, the committee's work has gone well beyond simply reviewing projects. They've really helped shape how we think about facilities as an entire system, keeping the focus on student needs, improving transparency, and helping ensure we're planning responsibly for the long term.

DRAFT

# Facilities Committee Attendance Summary 2025-2026

Committee Members (Initials: board members)	09-02-2025	10-07-2025	11-04-2025	12-02-2025	01-06-2026	02-03-2026	03-03-2026	04-07-2026	05-05-2026	06-02-2026
Melinda Avey (PC)	✓	✓	✓	C A N C E L E D	✓	✓	✓	✓	✓	
Steve Ward (NB)**	✓	✓	✓		✓	✓	✓	✓	✓	
Saul Hernandez (NB)	✓		✓		✓	✓	✓	✓	✓	
Frank Cockrell (ZC)*	✓	✓	✓		✓	✓		✓	✓	
Jodi Mulligan-Pfile (ZC)	✓	✓	✓		✓	✓	✓	✓	✓	
Zachary Morton (BA)	✓	✓	✓		✓	✓	✓	✓		
Paul Roy (TK)	✓	✓			✓		✓		✓	
Josh Alvarado (TK)	✓		✓		✓	✓		✓		
Griff Ryan-Roberts (MP)						✓	✓		✓	
Ryan Luttrell (BA)							✓	✓		
Michael Roach (PC)								✓		
<i>Vacant (MP)</i>										
<i>Vacant (AS)</i>										
<i>Vacant (AS)</i>										

**Board of Education /Appointees (Term Expires)**

Pam Costa (12/28)  
 Nick Bloise (12/28)  
 Abid Stanekzai (12/28)  
 Zima Creason (12/26)  
 Ben Avey (12/26)  
 Manny Perez (12/26)  
 Tanya Kravchuk (12/26)

Michael Roach (07/27)  
 Steve Ward (07/26)\*\*  
*Vacant*  
 Frank Cockrell (07/26)\*  
 Zachary Morton (07/26)  
 Griff Ryan-Roberts (07/27)  
 Paul Roy (07/26)

Melinda Avey (07/26)  
 Saul Hernandez (07/27)  
*Vacant* -  
 Jodi Mulligan-Pfile (07/27)  
 Ryan Luttrell (07/27)  
*Vacant* -  
 Josh Alvarado (07/27)

\*Chair

\*\*Assistant Chair

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**SAN JUAN UNIFIED SCHOOL DISTRICT  
TENTATIVE BOARD AGENDA ITEMS  
2025-2026**

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05/26/2026

**JUNE 9**

Public Hearing: LCAP – D	Oaxaca
Public Hearing: LCAP/Choices Charter School – D	Oaxaca
Public Hearing: Adoption of the 2026-2027 Budget – D	Ryan
Supplemental Materials to Comprehensive Sexual Health Curriculum – D	Dale
Cell Phone Update – D	Allen
Temporary Interfund Borrowing of Cash – A	Ryan
*Audit Reports for Measures J, N, P and S – A	Ryan
*CIF Superintendent Designation of Representatives 2026-2027 – A	Schnepf
*ECE Program Self-Evaluation for CDE – A	Townsend-Snider
*Expanded Learning Opportunities Program (ELO-P) Plan – A	Townsend-Snider
*California Montessori Project Material Revision to the Charter School Petition – A	Oaxaca

**JUNE 16 (special meeting)**

Special Closed Session/California School Boards Association Workshop: Superintendent Goals 2026-27 – D	Board
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**JUNE 23**

California School Dashboard Local Indicators – R	Oaxaca
LCAP – A [Public Hearing 06/09/26]	Oaxaca
Choices Charter School California School Dashboard Local Indicators – R	Oaxaca
LCAP Choices Charter School – A [Public Hearing 06/09/26]	Oaxaca
Adoption of the 2026-2027 Budget – A [Public Hearing 06/09/26]	Ryan
E-Transportation Devices and Student Safety (E-Bikes/E-Scooters) – A [Discussed 03/24/26]	Allen
Board Bylaw 9250 Subcommittee Formation & Appointment – A	Gaddis
*Supplemental Materials to Comprehensive Sexual Health Curriculum – A [Discussed 06/09/26]	Dale
*2025-2026 Actuarial Report OPEB – A	Ryan
*Charter School 2024-2025 Audit Reports (AAT, CMP, GIS, GV, OFY, VIE) – A	Ryan
*School Plans for Student Achievement (SPSAs) – A	Oaxaca
*Adult Education Course Approval – A	Schnepf

\*=consent; D=discussion; A=action; R=report; PC=public comment