

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

**PUBLIC PROJECT CONTRACT FOR SERVICES \$60,000 OR LESS**  
**Non-Bid Contract under California Uniform Public Construction Cost Accounting Act**

This **PUBLIC PROJECT CONTRACT FOR SERVICES \$60,000 OR LESS** ("Contract") is made effective as of \_\_\_\_\_ ("Effective Date"), by and between the William S. Hart Union High School District ("District") and \_\_\_\_\_ ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the respective rights and obligations of the Parties set forth herein, the Parties hereby agree as follows:

1. This Contract relates to improvements to be constructed at the following location ("Project Site"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. The Contractor shall furnish any and all labor, materials, services, transportation, equipment and other things as are necessary for the Contractor to fully and satisfactorily complete, in strict accordance with the Contract Documents as defined below in this Contract, the work described in the "Scope of Work" set forth in Attachment A to this Contract (the "Work" or the "Project").
3. The Contractor must commence the Work on the "Commencement Date" specified below in this Section, and must fully and satisfactorily complete the Work not later than the "Completion Date" specified below in this Section. The time period for full and satisfactory completion of the Work, based on such Commencement Date and such Completion Date, and as may be adjusted by duly-authorized Change Order (defined in Article 18 of the General Provisions), is referred to herein as the "Contract Time."

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

4. In exchange for the Contractor fully and satisfactorily completing the Work in strict accordance with the Contract Documents, the District shall pay to the Contractor the amount specified below in this Section ("Contract Amount"). In no event shall the initial Contract Amount be greater than \$60,000. The District shall pay the Contract Amount to the Contractor within thirty calendar days after final completion of the Work by the Contractor.

Contract Amount: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

5. At all times during the performance of the Work, the Contractor must have and maintain in effect the classification(s) of contractor's license(s), issued by the California Contractors State License Board ("CSLB"), as specified below in this Section.

Required CSLB License classification(s): \_\_\_\_\_.

6. This Contract includes and incorporates all of the documents as indicated below in this Section (the "Contract Documents"). The Contract Documents are intended to be complementary and form an integrated and binding whole. The Contractor shall perform the Work required by any one of the Contract Documents as if that Work is required by each and every Contract Document, even if that Work is not referenced in any of the other Contract Documents. The Contract Documents include all of the following documents:

- (i) This Contract form;

- (ii) Attachment A hereto, the "Scope of Work";
- (iii) Attachment B hereto, the "Certification of Employee Background";
- (iv) Attachment C hereto, the Noncollusion Declaration;
- (v) Attachment D hereto, the "General Provisions" of this Contract (**Note:** the Contractor must sign and date the certification set forth at the end of the General Provisions);
- (vi) Attachment E hereto, the "Contractor's Certificate Regarding Worker's Compensation"; and
- (vii) All of the following:
  - Certification of Asbestos-Free Materials
  - Performance Bond
  - Payment Bond
  - Certification of Drug-Free and Tobacco-Free Workplace
  - Company's Guarantee to Owner
  - Certification of Safety Program In-Place
  - Lead Containing Materials
  - W9
  - Contract and Subcontract DIR Information Form

7. If, at any time prior to completion of the Work, the District determines that there possibly might be more than "limited contact" between the Contractor and any minor-aged students, the Contractor, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring that each person who will be at, on or in the vicinity of the Project Site on account of the Work shall comply with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. The Contractor shall certify in writing to the District, using the "Certification of Employee Background" form attached hereto as Attachment B, that no person assigned to the Work or who otherwise will be present at or on the Project Site has been convicted of any serious or violent felonies (as described in Education Code Section 45122.1). The Contractor must list on and/or attach to the executed Certification of Employee Background a list of all persons to whom the certification applies. The Contractor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work (including not only all persons assigned to the Work directly by the Contractor, but also all persons assigned to the Work by any subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work) from being present at, on or in the vicinity of the Project Site unless and until the Contractor provides the required certification including such person to the District. If the Contractor is a sole proprietor, the District shall prepare and submit the Contractor's fingerprints per Education Code section 45125.1, subdivision (k). Any Contractor that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1, subdivision (k).

The Contractor shall require in any subcontract that, if the subcontractor will assign any person to the Work or otherwise will cause or permit any person to be present at or on the Project Site, the subcontractor must cooperate in regard to, and fully comply with, the requirements of this Section 7. The Contractor may on that basis delegate responsibility for compliance with this Section 7 to any such subcontractor; however, the Contractor at all times retains full responsibility and/or liability for such compliance or lack thereof.

Upon request of the Contractor with respect to any particular situation and/or limited duration of time, the District in its sole discretion may consent to the Contractor implementing measures intended to protect the District's minor-aged students, which measures would be in lieu of the Contractor complying with California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. Subject to District approval, such alternative measures might include, but are not necessarily limited to: (i) installing a physical barrier to limit contact between students and the employees and other representatives of the Contractor, subcontractors, and others present on or at the Project Site on account of the Work; (ii) providing for the continuous supervision and monitoring of specific employees,

representatives and others by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice; or (iii) providing for the surveillance of such employees, representatives and others by a District employee. The Contractor must implement any such approved alternative measures at no additional cost to the District, and the Contractor shall be responsible for ensuring compliance with such alternative measures by or with respect to all persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work.

Due to the possible adverse consequences of contact with students and other minor-aged individuals, any failure by the Contractor to ensure compliance with the requirements of this Section 7, shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion, may immediately terminate the Contract without any further compensation to Contractor and/or pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

8. Prior to, or concurrent with, the Effective Date of this Contract, Contractor agrees to sign the Noncollusion Declaration attached hereto as Attachment "C."
9. The person who signs this Contract on behalf of the Contractor hereby certifies, subject to penalty for perjury, that the following information is true, correct, and complete:

**COMPANY INFORMATION**

Legal Name: \_\_\_\_\_

Organized in State of: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

**CONTRACTOR'S LICENSE INFORMATION**

CSLB License No.: \_\_\_\_\_

Classification(s): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

***District Use Only -- CSLB license verified by:***

District representative: \_\_\_\_\_

Date verified: \_\_\_\_\_

**TYPE OF BUSINESS ENTITY** (check as applicable)

- \_\_\_\_ Individual  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
\_\_\_\_ Corporation  
\_\_\_\_ Other

**TAX IDENTIFICATION** (enter as applicable)

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Social Security Number

10. The person who signs this Contract on behalf of the Contractor hereby represents and warrants that he or she has been duly authorized by the Contractor to sign, and thereby bind the Contractor to, this Contract.

*(Signatures to begin on the next page.)*

**IN WITNESS WHEREOF**, the Parties have executed this Contract as evidenced by the signatures of their respective duly-authorized representatives below.

\_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**William S. Hart Union High School District**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

## This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**ATTACHMENT B**  
**CERTIFICATION OF EMPLOYEE BACKGROUND**

To begin on the next page

**ATTACHMENT C  
NONCOLLUSION DECLARATION**

**Project:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

The undersigned declares:

I am the \_\_\_\_\_ (insert position) of \_\_\_\_\_  
\_\_\_\_\_ (insert Contractor name).

I represent and warrant that: (i) Contractor has not employed or retained any company or person (excepting any bona fide employee working solely for Contractor) to solicit or otherwise cause the District to enter into the Public Project Contract for Services \$60,000 Or Less ("Contract"); (ii) Contractor has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Contractor), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into the Contract; and (iii) to the Contractor's knowledge, the making of the Contract shall not result in any person having any conflict of interests pursuant to Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), or the California common law.

I hereby represent that I have the full power to execute, and do execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city],  
\_\_\_\_\_ [state].

Representative Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

**ATTACHMENT D**  
**GENERAL PROVISIONS**

**ARTICLE 1. COMPLIANCE WITH LABOR CODE:** The Project is a “public works project” as defined in Sections 1720 and 1771 of the California Labor Code (“Labor Code”), and Part 7, Chapter 1, of the Labor Code is applicable to the Project. Therefore, the Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, “Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on public works projects. The Contractor acknowledges that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). In any event, the Contractor, at no additional cost to the District, must comply with any and all applicable labor-related requirements, regardless of how implemented, including, without limitation, requirements for payment of Prevailing Wage Laws, maintenance, inspection and submittal of payroll records, notice and posting requirements, *et cetera*. The Contractor must ensure that any and all subcontractors working under the Contractor comply with Prevailing Wage Laws and other public works requirements. The Contractor, at no additional cost to the District, must cooperate with the DIR and the District in connection with labor-law compliance matters. The Contractor shall not permit any contractor or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District’s principal office and posted at the Project Site. The District will withhold payment to the Contractor necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Contractor shall be solely responsible for compliance therewith:

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

No contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must provide proof of registration for itself and any subcontractors prior to execution of this Contract. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5. The DIR registration requirement does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work.

**ARTICLE 2. REQUIREMENTS FOR PAYROLL RECORDS:**

The Contractor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the Department of Industrial Relation’s (“DIR”) Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards (“DAS”). The payroll records must be certified, maintained at the principal offices of the Contractor, and made available as required by Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of



any change of location and address. The Contractor that fails to timely comply with requests for certified payroll records, shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1777.1. Timely provision by the Contractor of certified payroll records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Contractor pursuant to the Contract.

**ARTICLE 3. PENALTIES FOR VIOLATIONS OF PREVAILING WAGE LAWS:**

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

**ARTICLE 4. SUBCONTRACTING:**

If the Contractor subcontracts any of the Work, the Contractor shall bind each such subcontractor, in writing, to all requirements of this Contract as are applicable to subcontractor's work, whether generally or specifically. If the Contractor subcontracts any of the Work, the Contractor shall be fully responsible to District for acts and omissions of each subcontractor and its employees and other representatives. Nothing contained in the Contract Documents shall be deemed or construed to create any contractual relationship between the District and any such subcontractor.

**ARTICLE 5. ASSIGNMENT:**

Except to the extent the Contractor subcontracts any of the Work, the Contractor shall not assign or transfer, by operation or law or otherwise, any or all of its rights, burdens, duties, or obligations pursuant to this Contract without the District's prior written consent.

**ARTICLE 6. WORKERS' COMPENSATION INSURANCE:**

At all times prior to completion of the Work, the Contractor shall have in effect workers' compensation

insurance for all its employees performing any of the Work, regardless of whether any portion of the Work occurs at a location other than the Project Site. In addition, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of its employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. Prior to commencing the Work, the Contractor must complete, execute and submit to the District a copy of the "Certificate Regarding Workers' Compensation" attached as Attachment E to this Contract.

**ARTICLE 7. PROOF OF INSURANCE:**

Contractor must have in effect at all times during the performance of the Work a policy of Commercial General Liability Insurance (including automobile insurance) with limits of not less than \$1,000,000 per occurrence (combined single limit) and \$1,000,000 Project Specific Aggregate (i.e., for the Project only). Such general liability must be endorsed to name the District, the Governing Board of the District and each member thereof, and the District's other officers, agents, employees and volunteers (collectively, not including the District, the "District Agents"), individually and collectively, as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall they limit the Contractor's indemnification obligations to District, and they shall not preclude the District from taking such other actions available to District pursuant to the Contract Documents and/or applicable law.

The Contractor must submit to the District such certificates of insurance and endorsements as reasonably evidence that the insurance hereby required is in full force and effect. Neither the Contractor nor any subcontractor shall commence any of the Work until all required insurance certificates have been delivered to and approved by District.

**ARTICLE 8. INDEMNIFICATION:**

District shall not be liable for, and Contractor shall indemnify, defend and hold-harmless the District, the District Agents, and each of them, against and from, any and all claims, demands, actions and/or other proceedings, judgments, awards, fines, mechanics' liens or other liens, labor disputes,

losses, damages, expenses, reasonable attorney's fees, charges and costs, and other liabilities of any nature whatsoever (each a "Liability") that arise from, or are directly or indirectly related to, the Work. However, Contractor shall not be responsible pursuant to this Article to the extent a Liability is attributable to the active negligence, sole negligence, or willful misconduct of District or any of the District Agents.

**ARTICLE 9. MATERIALS:** Contractor warrants good title to all material, supplies and equipment installed or incorporated into the Work. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Work within the Contract Time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted performance of the Work. Except to the extent of the active negligence, sole negligence, or willful misconduct of the District or any of the District Agents, the Contractor shall be solely responsible for damage or loss by weather or other causes to materials or other portions of the Work.

**ARTICLE 10. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall indemnify, defend and hold harmless the District, the District Agents and each of them, as provided in Article 8 of these General Provisions, with respect to any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the District, unless otherwise specifically stipulated in the Contract Documents.

**ARTICLE 11. GUARANTEE:** In addition to any guarantees required by other of the Contract Documents, Contractor shall, and hereby does, guarantee all Work for a period of one year after date of final completion of the Work by Contractor. The Contractor shall, at its sole cost and expense, repair or replace any and all such Work (together with any other Work that may thereby be displaced) as is found to be defective in workmanship and/or materials within a one year period from date of final completion of the

Work by Contractor, ordinary wear and tear, unusual abuse, and neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor must coordinate the completion of the repairs with the District.

This article shall not be deemed or construed to in any way limit the guarantee of any items for which a longer guarantee is specified or of any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the Project.

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY:** Except to the extent of the active negligence, sole negligence or willful misconduct of the District or any of the District Agents, the Contractor shall be responsible for any and all damages to property and injury to persons that occur in connection with the performance of the Work. Subject to the foregoing, all Work shall be performed at the Contractor's sole risk. The Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until final completion of the Work by Contractor. As applicable, the Contractor shall adequately protect adjacent property from settlement or loss of lateral support. Contractor shall take all necessary precautions for safety of all persons and property on and at the Project Site and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons and damage to property on, about, or adjacent to the Project Site. Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible person whose duty shall be the prevention of accidents. Contractor shall report the name and position of such person to the District.

**ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT:** The Contractor shall be in default of its obligations under this Contract if the Contractor: (i) refuses or fails to perform the Work or any part thereof with such diligence as will ensure completion of the Work within the Contract Time; (ii) fails to complete the

Work within the Contract Time; (iii) is the subject of any bankruptcy proceeding (whether voluntary or involuntary) and such proceeding is not withdrawn or terminated within sixty calendar days of initiation; (iv) makes a general assignment for the benefit of creditors; (v) is the subject of a court-appointed receiver; (vi) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the work within the Contract Time; (vii) fails to pay subcontractors or for material or labor within the time required by law; (viii) persistently disregards laws, ordinances or instructions of District; or (ix) fails (or if any subcontractor fails) to comply with any provision of this Contract. In each case that the Contractor is in default, the District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intent to terminate the Contractor's right to perform the Work, specifying in such notice the reasons for termination. Unless, within ten calendar days after the service of any such notice, the Contractor has cured the default(s) specified in the notice or made arrangements satisfactory to the District for cure of such default(s), the Contractor's right to complete the Work shall automatically terminate. In such event, the District may complete the Work by whatever means the District determines is appropriate, and the Contractor shall not be entitled to any further compensation until final completion of the Work. If any portion of the Contract Amount remains after deducting the costs incurred by the District in completing the Work, the balance shall be paid to the Contractor. If the remaining Contract Amount is not sufficient to fully reimburse the District for the costs it incurs in completing the Work, the Contractor shall be liable for, and shall pay to the District, all of such unreimbursed costs.

**ARTICLE 14. CLEAN UP:** Contractor at all times shall remove and keep Project Site free of debris, waste, rubbish, and excess materials and equipment attributable to the performance of the Work ("Debris"). As a condition to final completion of the Work, the Contractor must, as applicable: (i) clean the Project Site; (ii) clean the interior and exterior of each affected building or portion thereof (including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where Debris has collected; (iii) ensure that surfaces are free from foreign material or discoloration; (iv) clean and

polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment; and (v) remove from the Project Site any and all temporary fencing, barricades, planking, construction toilet(s) and other temporary facilities.

**ARTICLE 15. PROVISIONS REQUIRED BY LAW:** Each and every provision required by law to be set forth in this Contract shall be deemed to have been set forth herein, and this Contract shall be read and enforced as though all such provisions are set forth herein. If, for any reason, any provision required by law is not set forth herein, or is not correctly set forth herein, then, upon request of either Party, the Parties shall amend this Contract to the extent necessary to set forth, or correctly set forth, such provision.

**ARTICLE 16. EXCAVATION DEEPER THAN FOUR FEET:** In accordance with Public Contract Code Section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District of any: (i) material that the Contractor 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; (ii) subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to the Contractor prior to when the Contractor submitted its proposal for the Work; or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The District shall promptly investigate any such reported condition and, if warranted, shall issue a Change Order to the Contractor for any extra work or cost not covered by this Contract. In the event of any dispute between the District and the Contractor related to any such condition, the Contractor shall continue with the Work and shall not be excused from completing the Work within the Contract Time; however, the Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

**ARTICLE 17. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:** As between the Parties, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk-line utility facilities on the Project Site that otherwise would interfere with performance of the Work, if such utilities are not identified in the Contract Documents or otherwise by the District. In accordance with section 4215 of the Government Code, if the Contractor, while performing the Work, discovers any existing main or trunkline utility facilities not identified by the District in the Contract Documents, the Contractor shall immediately provide written notice to the District. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the Contract Documents or otherwise by the District with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

**ARTICLE 18. CHANGE ORDERS:** Subject to Public Contract Code Section 20118.4, and without invalidating this Contract, the District may order, in writing, any extra work or changes to the Work or this Contract (each a "Change Order"). Each such Change Order shall specify any adjustments to the Contract Amount and/or the Contract Time attributable to the Change Order. All such Change Order work shall be performed in accordance with the requirements of this Contract. Notwithstanding anything to the contrary, the District shall have the right, without issuing a formal Change Order, to order minor changes in the Work that do not involve any change in the Contractor's cost of performing the Work and that are not inconsistent with the purposes and/or approvals for the Project. Otherwise, except in an emergency endangering life or property, the Contractor shall not perform any extra work or make any change in the Work unless pursuant to an executed Change Order, and no claim for an addition to the Contract Amount shall be valid unless specified in an executed Change Order.

**ARTICLE 19. PAYMENTS:** Upon final completion of the Work by Contractor, the Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review the payment request and, as soon as practicable, but not later than seven calendar days after receipt of the request, shall:

(i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) calendar days of receipt of such request and in accordance with Public Contract Code Section 20104.50. If the District has requested additional information in support of the payment request, the time for payment pursuant shall be extended by the number of days required for the Contractor to provide the requested information but reduced by the number of days the District by which it exceeded the 7-day period described above in this Article. The District shall pay interest, at the rate set forth in Code of Civil Procedure Section 685.010(a), on any amount not paid within the time required by Public Contract Code Section 20104.50 and this Contract, provided that such amount is not subject to dispute or a request for additional information.

**ARTICLE 20. RESOLUTION OF CLAIMS:** The provisions of Public Contract Code Section 9204, and, to the extent applicable, Public Contract Code Section 20104 et seq. ("PCC Claims Procedures"), as those may be amended from time to time, shall apply to any and each Claim. The PCC Claims Procedures are incorporated herein by this reference. In summary, the PCC Claims Procedures specify requirements and procedures for filing a claim, for responding to a claim, and for disputing the response to a claim. The PCC Claims Procedures require that the claimant provide such documentation as reasonably supports the claim and that, the public agency provide to the claimant a written statement identifying the disputed and undisputed portions of the claim. The public agency must provide such response to the claimant within forty-five days after receiving the claim or, if approval of the response by the governing body of the public agency is required, then not later than three days following the next duly publicly noticed meeting of the

governing body after such forty-five-day period. The PCC Claims Procedures specify additional requirements if the public agency does not timely respond, or if the claimant disputes the response. In addition, the PCC Claims Procedures specify requirements for civil actions filed to resolve claims. The PCC Claims Procedures do not apply to tort claims or alter time periods for filing of tort claims in accordance with the Government Code. For additional information, the Contractor should refer to Public Contract Code Section 9204 and 20104 et seq.

**ARTICLE 21. PROHIBITION AGAINST DRUGS, TOBACCO AND ALCOHOL:** District policies prohibit the presence and/or use of non-prescription drugs, tobacco products (including electronic nicotine delivery systems), and alcohol on all District properties, including, without limitation, the Project Site. The Contractor must inform all persons who will be on or at the Project Site in connection with the Work, in writing, of such prohibition, and the Contractor must stop and prevent recurrence of any use or abuse of drugs, tobacco and alcohol on or at the Project Site that occurs. If any person on or at the Project Site in connection with the Work fails to comply with the District policies described in this Article, the Contractor shall be in default of its obligations pursuant to this Contract for purposes of Article 13 of these General Provisions.

**ARTICLE 22. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 23. COMPLIANCE WITH APPLICABLE LAWS:** In connection with the performance of the Work, the Contractor shall comply with all laws, codes, regulations, ordinances, and other governmental requirements applicable to the Work, including, without limitation, requirements for giving notice to the applicable Regional Notification Center as provided in Government Code Section 4216 et seq.

**ARTICLE 24. PROJECT-RELATED RECORDS:** The Contractor shall maintain all documents, books,

papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the final completion of the Work by Contractor. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**ARTICLE 25. ATTORNEY'S FEES:** Notwithstanding anything to the contrary, no Party shall be allowed to recover attorney's fees that are incurred to enforce or defend this Contract.

**CONTRACTOR CERTIFICATION REGARDING GENERAL PROVISIONS:**

The undersigned hereby certifies, under penalty of perjury under the laws of the State of California, that: (i) the undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; (ii) the undersigned, acting on behalf of the Contractor, has read and understands the foregoing General Provisions; and (iii) the Contractor shall comply with all of the foregoing General Provisions.

Representative Name:

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Representative Title:

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Representative Signature:

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Date Signed:

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**ATTACHMENT E**  
**CONTRACTOR'S CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**

**Project:**[Insert Project Name/Number] \_\_\_\_\_

**Contractor:** \_\_\_\_\_

Labor Code Section 3700 provides, in relevant part, that:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

The undersigned hereby certifies, under penalty of perjury under the laws of the State of California, that: (i) the undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and (ii) I am 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 I will comply with such provisions before commencing the performance of the work of the work required by the contract for the above-referenced project.

Representative Name: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_