



Grass Valley School District

Grass Valley School District
Request for Proposal for Design, Installation,
Operations, and Maintenance of Solar Photovoltaic
and Emergency Generator Systems

Date RFP Issued: 2/23/22
Pre-Proposal Site Walks: 3/2/22
Response Submittal Deadline: 3/18/22



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1. Project Information

The Grass Valley School District ("**District**") is requesting proposals ("**Proposal(s)**") from qualified entities ("**Firm(s)**") to design, engineer, procure, install, construct, interconnect, commission, and operate and maintain a cost-effective solar photovoltaic (PV) electric generating system ("**Solar PV/Backup Generator System**") and backup generators at multiple District sites ("**Site(s)**" or "**Project(s)**"), as identified herein.

Submittal.

Interested Firms are invited to submit their Proposal via email to:

Grass Valley School District
10840 Gilmore Way
Grass Valley, CA 95945
Attention: Brian Martinez
bmartinez@gvsd.us

Proposals Deadline.

All Proposals must be received on or before **3/10/22** not later than **3:00 PM PST**.

Questions.

Questions regarding this request for proposals ("RFP") may be directed to Brian Martinez via email only at bmartinez@gvsd.us. Firms are directed to not contact any other person with inquiries regarding this RFP. All questions must be submitted by date indicated in the Procurement Milestone Schedule in **Section 2**.

Questions and answers will be shared in writing with all Proposers.

2. Procurement Schedule Milestones

RFP Published	Time	Date
Mandatory Pre-Proposal Site Walk	10:00 AM	3/2/22
Deadline to Submit Questions	3:00 PM	3/8/22
Response to Questions	3:00 PM	3/11/22
Proposals Due	3:00 PM	3/18/22
Firm Interviews (If Required)	10:00 AM	3/22/22
Notice of Intent to Award	3:00 PM	3/24/22



3. General Information / Instructions for Proposal

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. The District reserves the right to reject any and all proposals. The District makes no representation that participation in the RFP process will lead to an award of contract. The district shall not be responsible for the cost of preparing any proposal in response to this RFP.

In addition to reserving the right to reject any and all proposal, the District reserves the right to the following:

- Choose any combination of proposal;
- Interview any, all or none of the respondents;
- Negotiate with one or more respondents for one or more of the project sites or work items;
- Contract with any entity responding to this RFP in whatever manner the District decides;
- Seek proposals from, or contract with any firm not participating in this process;
- Extend the deadline to submit a proposal;
- Amend or cancel in part or in its entirety this RFP;
- Abandon the RFP entirely;
- Make a selection on the basis of the total submittal;
- Waive any informality or non-substantive irregularity, not affected by law, that the interest of the District may require; and/or Evaluate each submittal, and award a contract, if any, which best serves the interests of the District at a reasonable cost to the District.

4. Public Records

Proposals submitted to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in each Proposal that are trade secrets as that term is defined in Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its Proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its Proposal for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

5. NOT a Power Purchase Agreement (PPA)

District intends to pay for the design and construction of the solar systems; the District will NOT require any financing from the selected firm.



The District intends to complete these projects no later than October 1, 2022 with work on all sites being constructed concurrently.

6. Scope of Work

The successful firm shall provide all the required design, engineering, procurement, installation commissioning, operations and maintenance of photovoltaic systems and emergency generator systems and the identified sites in accordance with the contract documents.

7. The Design-Build Procurement Process

Pursuant to Education Code section 17250.10 et seq., the Grass Valley School District Board of Education has approved the use of the design-build construction delivery method for the Solar PV/Backup Generator System Project (the “Project”). The District will award a contract to the design-build entity that provides the “best value” (as defined in Education Code section 17250.15) to the District using the criteria set forth in this Request for Proposal (“RFP”). The terms, “design-build entity(ies)” and “design-build team” shall be as defined in Education Code section 17250.15.

8. Project Approach

The District will conduct a mandatory job walk on the date and time set forth in **Section 2**. All design-build entities must attend the entire job walk or may be disqualified from selection. Each design-build entity will need to review the Project criteria, the available record drawing documents provided by the District, and all other documentation provided in the RFP or referred to in the RFP. It is the intention of the District for all design-build entities to fully understand the Project scope of work and the existing conditions of the Project site and existing conditions. The District is providing these resources to assist the design-build entities to prepare a complete submission to this RFP.

Based on this information, the design-build entities will develop an efficient approach to the Project and provide a fixed price for fee, general conditions, and design costs. The selection process is further described herein.

Once the successful design-build entity has been selected, the District will enter into a Not to Exceed (NTE) contract with a fixed price component for fee, general conditions, and design costs. After the contract is issued, a Notice to Proceed (NTP) will be issued for completion of the final Project Specifications, and the coordination of the Project criteria and phasing plan for District review and acceptance. Two additional NTP’s will be issued. The second NTP will be issued to start the design process, and the third for the construction phase. After the buyout of the subcontractor trade packages, the contract will be amended to convert the NTE with a fixed price component for fee, general conditions, and design costs, to a GMP with a fixed price component for fee, general conditions, and design costs. The GMP may contain a contingency or contingencies that are recommended by the design-build entity and approved by the District.

The design-build entity will be required to submit 50% and 100% drawing packages to the District or as otherwise required in the contract documents. After review comments have been resolved, the design-build entity will complete the Construction Documents and obtain all necessary permits and satisfy all permitting requirements, including those of the Division of the State Architect (DSA).

9. Proposal Content

Each proposal must be submitted in a sealed envelope or box or boxes clearly stating “Proposal



for Grass Valley School District Request for Proposal for Design, Installation, Operations, and Maintenance of Solar Photovoltaic and Emergency Generator Systems” to:

Grass Valley School District
10840 Gilmore Way
Grass Valley, CA 95945
Attention: Brin Martinez

Provide one (1) signed original proposal and three (3) copies each in a three ring binder, and one (1) pdf files in electronic form on a separate flash drive.

The response to this RFP should be prepared in and organized and comprehensive manner. Each page of the proposal should be number and include the following minimum required information:

9.1 Cover Letter

The General / Prime Contractor / Lead Entity will provide a maximum two-page cover letter. The cover letter may provide optional information about the design-build entity and must, at a minimum, contain the following:

9.1.1 Complete contact information, including, e-mail address for the person authorized to contractually bind the design-build entity.

9.1.2 Proposed working relationship between General/ Prime Contractor and subcontractors.

9.1.3 Name, title, e-mail address and telephone number of contact person during the period of proposal evaluation.

9.1.4 Acknowledgment of receipt of all RFP addenda, if any. List Addendum number and date issued.

9.1.5 A statement to the effect that the design-build team members identified in the SOQ continue to be on the RFP submission.

9.1.6 A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the due date of submittal.

9.1.7 Signature of person(s) authorized to bind design-build entity to the terms of the proposal.

9.2 License Information

Provide Firm’s California Contractor’s Licenses and its engineering license numbers(as applicable) and the disciplines of these licenses.

9.3 Corporate Organization

List full legal business name and Corporate License information. Provide location of Firm’s office closest to the project site.

9.4 Technical Expertise

9.4.1 Team Organization Chart

Provide a Project organization chart which clearly delineates communication/reporting relationships among the design-build team key personnel, including key sub-consultants, sub-contractors, and proposed quality control group.



9.4.2 Design-Build Project Manager Resume

This is the premier role on the design-build team and will act as the first point of contact between the design-build team and the District's team. The position requires a minimum of five years' experience in design or construction management. Demonstrate satisfactory experience to lead, manage and control both design and construction. The design-build project manager must be solely assigned to this Project. Resumes that demonstrate cross functional expertise such as proven project manager, construction manager, and licensed architect or engineer will receive additional consideration.

List recent relevant experience - Projects with K-12 schools in California, experience with DSA approval for structural, access and fire life safety are required. Projects that are similar in size, value, type of facility and complexity will be rated favorably. Design-build entities are encouraged to supplement and further detail the proposed design-build project manager's experience and other qualitative factors not addressed in the SOQ previously submitted.

9.4.3 Architect Project Manager Resume

A licensed professional Architect with a minimum of five years' experience in facilities of similar size and scope. Proven experience with DSA is required. An Architect with construction administration experience will be rated more favorably

List recent relevant experience - The District will rate project experience most favorably if it contains a combination of both modernization and new construction. Projects with K-12 schools in California, experience with DSA approval for structural, access and fire life safety are required. Design-build entities are encouraged to supplement and further detail the proposed architect project manager's experience and other qualitative factors not addressed in the SOQ previously submitted.

9.5 Financial Strength

Provide information demonstrating the financial strength of the Firm that including three (3) years of reviewed financial statements. This information will be held confidential and can be submitted as a separate document.

9.6 Approach and System Components

Based on the information provided in this RFP, provide a detailed description of the Firm's approach to the system design. This narrative should also include detailed information on the following system elements:

9.6.1 PV Equipment. Identify the PV modules and inverters proposed for each canopy location. Include the quantity proposed for each location.

9.6.2 Monitoring System. Identify the monitoring system to be included with the design and construction of the PV system.

9.6.3 Shade Structures. Identify the proposed shade structure manufacturer and design elements. Confirm if the Shade Structure is DSA pre-approved.

9.6.4 System Location. Using the information provided in **Appendix A**, identify the proposed locations and the anticipated annual production from these arrays. The proposed array locations indicated in **Appendix A** are for the proposer's information. Each Firm should make its own determination on the suitability, size, and location of each array.

9.6.5 Emergency Generators.



9.7 Price Proposal

Please submit the price proposal in a sealed envelope separate from the non-price proposal Appendix C through I below. The price proposal shall comprise a Not-to-Exceed figure to deliver complete design-build services as described in this RFP. The price proposal shall further break down the Not-to-Exceed figure into the following components:

9.7.1 Design, architectural and engineering services fees

9.7.2 Construction and construction management services fees

9.7.3 Cost of construction, including:

a. Field overhead and general conditions

b. Office overhead and project administration

c. Labor (actual cost of labor; any and all markup shall be explicitly identified as a component of fees under price proposal category 1 and/or 2, above)

d. Materials (actual cost of materials; any and all markup shall be explicitly identified as a component of fees under price proposal category 1 and/or 2, above)

e. Contingencies, allowances, and any exclusions

9.7.4 Operations and Maintenance Costs.

The price proposal shall include the total of the above three items and an acknowledgment of all RFP addenda, if any, is included in the price. The price proposal should break down the construction cost identified in Section 9.7.3 for both this PV and generator system at each site.

The price proposal must further include the following information:

- Standard estimating manuals used as reference
- Software used for estimating
- Experience of estimator
- Accuracy of estimates for past design-build projects

9.9 O&M

A proposed operations and maintenance scope of services that meets or exceed minimum requirements set forth in **Appendix C**. The operations and maintenance cost for a five (5) year period will be included as a separate line item cost for each location on the proposal form.

9.10 Production Guarantee



Provide a detailed description of the proposed Production Guarantee that is included in the proposal cost. Include all the terms, conditions, qualifications, and exclusions of the proposed Production Guarantee.

9.11 Schedule

Provide up to a three page narrative of how your team will manage the requirements of the Project scope and proposed phasing plan. Describe recommended changes and betterments to the phasing plan elements provided. The design-build entity may provide additional sheets as allowed above for diagrams, and graphics illustrating how the site will be utilized, access points, and impact on current operations.

9.11.1 Design-build entities must demonstrate their ability to meet all phasing completion dates. The District is requesting a conceptual milestone schedule that will demonstrate the design-build entity's overall understanding of the Project scope and schedule requirements. Additional milestones include design reviews and completion, DSA review and DSA approval, offsite approvals, substantial completion, final completion, warranty management, and Project certification.

9.11.2 Describe how the design-build entity will monitor all scheduling and milestone requirements and what steps it will take should the Project fall behind the approved schedule.

9.11.3 Describe how the design-build entity will minimize delays at all phases of the Project.

9.11.4 Include any additional scheduling requirements.

9.12 Stakeholder Involvement

Describe for District how stakeholder involvement will be managed throughout the Project.

9.12.1 Describe how the design-build entity will coordinate with the stakeholders during the first thirty (30) days of the Project to present, modify, and receive approval for the design-build entity's proposed phasing plan.

9.12.2 Describe how stakeholder comments will be received, addressed, and managed during the design and construction phases of the Project.

9.12.3 Indicate how cost benefit analysis will apply to requests from stakeholders.

9.12.4 Describe how stakeholders will be included in the formation of add alternates, as well as the prioritization and selection throughout the Project.

Evaluation Criteria: Plans that demonstrate the ability to work with stakeholders effectively for schedule, review comments, cost benefit analysis, and add alternates will be scored favorably.



9.13 Skilled and Trained Labor Force Availability

Describe the design-build entity's plan and methodology to comply with the requirements for the use of a "skilled and trained workforce" as set forth in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code, for each apprenticeable occupation that will be used on the Project, including all subcontractors of any tier. Include in your discussion the plan and methodology to comply with the percentage requirements for the use of "skilled journeypersons" for each apprenticeable occupation and the required monthly report demonstrating compliance.

Submission Requirements: Submit a copy of a sample monthly report prepared by the Prime Contractor for another owner. Finally, identify and discuss which apprenticeable occupation(s) may be the most difficult to meet the percentage requirements for skilled journeypersons on the Project and state why.

9.14 Qualifications and Exclusions

Proposer shall identify any all comments, proposed deviations, objections in its proposal. By submitting a response to this RFP, the proposer is certifying that it is their intent to meet all of the project requirements and enter into a contract consistent with all of the requirements described in in this RFP.

10. Project Completion

The design-build entity is responsible for achieving substantial completion and final completion for each element of work. The design-build entity is also responsible for obtaining all required approvals, completing furniture and equipment installation requirements, start-up and commissioning, DSA Project certification, and meeting all warranty/guarantee requirements.



Appendix A - SITE INFORMATION

GRASS VALLEY SCHOOL DISTRICT

SOLAR PV RFP

This Exhibit includes details regarding desired locations for solar arrays, production targets, location of points of interconnection, and notes on existing site conditions. The array zones indicated are initially identified potential locations and the bids should focus on these areas. The District will consider alternate locations if a compelling reason is provided for the change.

Site Summary

#	Site Name	Address	PV Production Target (kWh)	Backup Generator	DSA Facility
1	Grass Valley Charter School	225 S. Auburn St, Grass Valley, CA 95945	190,444	Yes	Yes
2	Bell Hill Academy	342 S School St, Grass Valley, CA 95945	103,246	Yes	Yes
3	Margaret G. Scotten School	10821 Squirrel Creek Rd, Grass Valley, CA 95945	156,135	Yes	Yes
4	Lyman Gilmore Middle School	10837 Rough and Ready Hwy, Grass Valley, CA 95945	240,215	Yes	Yes
5	District Office	1084 Gilmore Way, Grass Valley, CA 95945	10,948	No	No
6	District Support Office	10840 Gilmore Way, Grass Valley, CA 95945	12,783	No	No
7	OKP	10840 Gilmore Way, Grass Valley, CA 95945	10,435	No	No



Proposed Array Location: Bell Hill Academy





Proposed Array Location: Grass Valley Charter School





Proposed Array Location: Margaret G. Scotten School, Lyman Gilmore Middle School, District Office, Student Services, and OKP





Appendix B – Minimum Technical Requirements



1. Applicable Codes and Standards

The System(s)'s design, engineering, construction, interconnection, startup, and testing shall follow the applicable codes, standards, and publications that are in effect at the time of System(s) initiation, and which are consistent with current local utility standards and requirements. The codes and standards utilized shall be the latest editions in effect at the notice to proceed date. Materials manufactured within the scope of Underwriters Laboratories shall conform to UL standards and have an applied UL listing mark. If no UL compliance is available, material and equipment shall be labeled or listed by a nationally recognized testing laboratory.

1.1 Permits

Contractor is responsible for obtaining all necessary required permits from the appropriate Authority Having Jurisdiction (AHJ) for project construction. Contractor shall be responsible for paying for all permits and these costs shall be included in the proposed price.

1.2 Utility Interconnection

Contractor is responsible for managing and obtaining interconnection approval from the Site(s) local utility company. Contractor is responsible for understanding and incorporating all knowable and impactful local utility interconnection rules and requirements.

2. Design and Engineering

Contractor shall design and engineer the System(s) in accordance with Prudent Utility Practices, with the professional standards, skill, expertise, and diligence of design and construction of professionals regularly involved in utility-grade, grid-connected solar PV power and emergency backup generator projects in the United States. The design must conform to the requirements and conditions of all applicable permits and laws, be in compliance with the operating guidelines, and meet GVSD specifications. Contractor is responsible for all engineering for the System(s). A professional engineer-of-record registered in the State of California shall sign all design drawings, specifications, and calculations. Contractor is required to submit to the GVSD complete design drawings, data, and documents for review and comment. These engineered design drawings, data, and documents must be submitted to the GVSD for review and approval before submitting to the appropriate AHJ and in accordance with **Appendix D – Required Contract Submittals**. Contractor is responsible for ensuring that all components are installed above the 100-year flood plain (inverter stations, substation, supervisory control and data acquisition (DAS), control building, PV modules, switchgear, transformers, combiner boxes, etc.).

2.1 Site Audits

Contractor shall conduct detailed site audits that thoroughly document and verify the existing conditions that will inform the system design and construction. Site Audits will be used to verify impacts to site the Site(s) as part of the construction project and shall be conducted within 21 days of Contract execution. It is the



responsibility of the Contractor to document all existing conditions and demonstrate that the post-construction site conditions are equivalent to pre-construction conditions.

2.2 Engineering Design Package

Based on the review of the System(s), Site(s), and infrastructure, Contractor shall design (or have designed by consulting engineers) a System(s) (including all layout, civil, electrical, and structural components) that will produce the required electricity and that is capable of being operated in a safe, normal, reliable, and continuous manner as required by the contract documents at all operating conditions and modes specified in these specifications. The system design shall comply with all applicable laws and regulations and applicable permits. GVSD may utilize a third-party or independent engineering consultant to perform technical reviews. Studies prepared by the Contractor or any third-party consultants to the Contractor shall be provided to GVSD for review.

Design review shall consist of three phases of submittals: Schematic Design, Design Development, and Construction Documents. For Schematic Design specifically, the Engineering Design Package shall not be submitted until all of the following work is complete:

- Site Audits
- Geotechnical Studies
- Site Surveys and obtaining Title Reports
- Fire Department review and approval of layouts

The intent of the Schematic Design Engineering Design Package is to determine and finalize site layouts, equipment locations, and system sizing. All site related work that may impact these factors, including location of easements, must be complete prior to submitting the Schematic Design Engineering Design Package. It is expected that Contractor submit drafts and informal schematics in order to communicate progress and site-related issues to GVSD, as well as to facilitate review with the Fire Department. However, GVSD will not conduct a formal review of the Schematic Engineering Design Package until Contractor certifies that all site-related information impacting the layout of the system(s) has been collected, verified, and incorporated into the design.

Contractor may not order materials and equipment (e.g., modules, inverters, racking) until GVSD has reviewed and approved the Schematic Engineering Design Package, thereby documenting final system sizes and locations.

Contractor shall submit each Engineering Design Package to GVSD for review and approval. GVSD review time shall not be more than ten business days per phase. Each Engineering Design Package must be approved by GVSD prior to submittal of a subsequent package. Required design submittals are further detailed in Exhibit D, "Required Contract Submittals."

Subsequent Engineering Design Packages (Design Development and



Construction Documents) shall include:

- Other studies related to the project, such as photometric/lighting studies and assessment of required ADA upgrades.
- Design calculations
- All drawings including mechanical, electrical, structural, civil, and construction drawings (site plans, schematic single lines, and detail drawings)
- Product description information
- Bill of Materials
- Equipment details, descriptions, and specifications, and cut-sheets
- Other documentation related to system monitoring, operations, maintenance, and training

2.3 Structural Engineering

Contractor shall design the PV arrays' mounting systems, foundations, and piers, as well as any equipment pads and buildings on the site(s). The designs shall be based on the requirements of applicable codes, standards, and permits, and the information/specifications provided by the module, inverter, transformer, switchgear, racking structures, and all other vendors.

2.4 Civil Engineering

Contractor shall design all systems in accordance with applicable codes and standards. Contractor shall perform required site(s) preparation, to include earthworks, SWPPP, WQMP, and erosion control. Contractor shall attempt to minimize earthwork and vegetation disruption for the installation of the System(s) to the extent it is compliant with the use permits; however, vegetation should be controlled to minimize fire danger and provide the ability to operate and maintain the System(s). Dust control shall be maintained in accordance with state and GVSD requirements until Final Acceptance is achieved. Contractor shall design any necessary roads, permanent or temporary, improvements to meet State of California transportation and local codes, standards, conditional use permit stipulations and conditions, and requirements presented by construction equipment, delivery vehicles, and operation and maintenance traffic. If required, Contractor shall import engineered fill to slope the site(s) and prevent accumulation of standing water. All imported fill must have proof of environmental testing/clearance for use. Contractor shall provide other site(s) maintenance as needed during construction on any GVSD infrastructure affected by construction activities. Contractor shall coordinate interaction between GVSD and any permitting authorities (e.g. local AHJ) regarding the Work.

2.5 Lighting System

Contractor shall provide a lighting system for all non-roof mounted systems in parking lots and under shade structures. Lighting systems shall comply with California Title 24 requirements. All lights shall be LED and bi-level with photocells



and time clocks.

Lighting systems shall comply with California Title 24 requirements. All lights shall be LED and bi-level motion sensing with photocells and time clocks.

Lighting systems for shade-structure systems shall be included on the underside of the shade structure and illuminate the area under the array to an average of 0.5 foot-candles, with a minimum of 0.2 foot-candles and a maximum of 2.0 foot-candles. Lighting systems for shade-structure systems shall meet or exceed existing lighting levels of all areas impacted by the removal of the existing Lighting system, under the array or otherwise.

3. Equipment and Materials

Contractor shall purchase and furnish to the site(s) all material required to complete the System(s), including the following material:

- Miscellaneous steel
- Support steel posts
- Components (nuts, bolts, clamps, etc.)
- PV modules
- Fixed tilt racking equipment and components
- DC cabling and combiner boxes
- DC junction boxes
- AC cabling
- Power centers, including inverters
- Generators
- Transfer switches
- Electrical switchgear
- Transformers
- Meteorological station
- Remotely accessible data acquisition system
- All materials related to drainage required by the civil engineering plan
- All electrical conduit and junction boxes
- Concrete equipment pads
- Fencing, gates, lighting,
- Generation meters

Each item of equipment to be supplied by Contractor shall be subject to inspection and testing during and upon completion of its fabrication and installation. Installed equipment and materials shall be new, of good quality and suitable grade for the intended purpose,



and not a lower grade or quality than specified in the design and engineering plans or in manufacturers' recommendations. Where applicable, utility-grade equipment shall be used. Contractor shall provide a list of all major equipment to be purchased, constructed, and installed as part of the System(s). The list shall identify both the items and quantities.

3.1 Modules

The PV module selected for this System(s) shall:

- A. Meet IEC 61215 (crystalline silicon PV modules) or IEC 61646 (thin film PV modules) standards for the model selected for this System(s).
- B. Be UL listed for the voltage specified for this System(s) (e.g., 600 V_{DC}).
- C. Include all known and future duties, tariffs, export tariffs, customs, demurrage, and shipping costs.
- D. Be from an equipment manufacturer regarded as a Tier 1 Supplier.
- E. Demonstrate a 25-year rated lifetime via long-term outdoor testing and/or accelerated lifetime laboratory testing. Testing such as Thresher testing or Technischer Überwachungsverein (TÜV) long-term sequential testing of the specific model of the PV module selected is an acceptable demonstration of a 25- year module rating.
- F. Shall be on the California Energy Commission's approved list of solar modules available at http://www.gosolarcalifornia.ca.gov/equipment/pv_modules.php

3.2 Inverters

The inverter units shall be utilized for inverting the DC input from the System(s) to AC output. These shall be calibrated and set so that the AC output, after inverter clipping and losses between the inverter to the meter, shall not exceed the System(s) AC capacity at the meter. Contractor shall supply and install inverters and wiring/cabling to this equipment in accordance with National Electrical Code (NEC) standards.

Inverters selected for this project shall:

- A. Be UL listed to 1741 (Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources).
- B. Comply with IEEE 1547, including testing to IEEE 1547.1 and IEEE C62.45. Regulatory standards compliance shall also include IEEE C62.41.2 and CSA107.1- 01.1.
- C. Be from an equipment manufacturer regarded as a Tier 1 Supplier.
- D. Be designed for a 10-year lifetime, assuming regular maintenance.
- E. Have a maximum harmonic distortion less than 3 percent of total harmonic distortion at rated power output.



- F. Have an efficiency of greater than 97.5 percent without medium-voltage step-up transformer.

Inverters, integrated disconnects, and associated conduits must be installed as high as possible on structure, not accessible by unauthorized individuals. Conduits shall not protrude from inverters or disconnects in a manner that creates a climbing hazard. Enclosure must have a door interlock system to prohibit the door(s) from being opened while energized. Inverter output shall be protected by a circuit breaker.

3.3 Wire, Cable, Conduit and Connectors

Contractor shall provide information about proposed wire, cable, and connectors, including all underground facilities. Copper is the preferred conductor material; however, aluminum conductors are acceptable where allowed by current building electrical codes. Cable shall be designed and installed for a service life of 30 years. Cable for DC feeders and PV panel interconnect shall be 2-kilovolt 90°C (wet or dry) power cable type USE-2 or RHH/RHW-2 with XLPE jacket and UL 1581, VW-1 rating or approved equal for intended use capable of meeting DC collection system design current requirements. Externally installed cables shall be sunlight and ultraviolet resistant, suitable for direct burial, and conform to NEC 300.5 Underground Installation, Table 300.5 Minimum Cover Requirements, rated to the maximum DC voltage of the System(s). PV panel interconnect connectors shall be: (i) latching, polarized, and non-interchangeable with receptacles in other systems, and (ii) tap branch connectors with multi-contact termination connectors. Grounding member shall be first to make and last to break contact with mating connector and shall be rated for interrupting current without hazard to operator. Cables shall be listed and identified as PV wire as stated in NEC Article 690. If a cable tray is utilized, there shall be no self-tapping screws, only a clamping mechanism to secure the top. All underground cable shall be identified in the record drawings. Galvanized, rigid metal conduit where [there is a transition from underground to above ground](#) or stubbed up to junctions or poles shall be used except where protected by concrete caissons. The use of EMT conduit is acceptable under canopies overhead but not down columns unless approved by GVSD during design. Rigid metal conduit shall be designed for a 30-year life in the Site(s) soils and conditions. All 90-degree bends shall follow NEC minimal bend requirements. There shall be no direct burial of cables. No underground cable splicing shall be acceptable under any circumstance. All cable splices shall be brought above ground and housed in a suitable enclosure or, if below grade, placed in a suitable vault that is clearly marked.

3.3.1 Existing Conduit

Contractor may utilize existing spare conduit when allowed by GVSD. If existing spare Conduit is to be used by the Contractor, the Contractor is solely responsible for verifying the conduit sizing and location as appropriate for their design. Contractor must note explicitly in their Proposal where spare conduits will be utilized otherwise the assumption will be made that all conduit runs will be newly installed by Contractor.

3.4 Medium Voltage Switchgear



Switchgear shall be located outdoors in a NEMA 3R lockable enclosure. Switchgear shall include an auxiliary compartment containing all instrument transformers associated with the protective relays and the 120/240-V CPT shown in the one-line diagram(s). The CPT shall be fused and disconnectable. The CPT shall be sized, and single-phase breakers shall be included to supply power to a 120-V convenience receptacle and a fluorescent light within the switchgear enclosure, switchgear heaters, and the 240/120-VAC panelboard within the communications shelter (if applicable). Medium-voltage protective device selection and relaying should be based on the use of Schweitzer Electric Laboratories relays or approved other, as required, and specified in the Interconnection Agreement. In general, the interconnection design and components should meet the requirements of the interconnecting utility and the interconnection agreement (including the necessity of a grounding transformer if required).

4.5 Combiner Boxes

Combiner boxes shall be rated for maximum system voltage and maximum system continuous and short-circuit currents. All enclosures shall be rated NEMA 4 and shall have integral key lock or provisions for padlocking. DC inputs shall be fused with finger safe fuse holders for both positive and negative conductors and all fuses shall have blown fuse indication. Combiner box output shall be externally disconnectable. If the combiner box has a lightning protection device, the device should include a visual trip indicator. Combiner boxes and associated conduit shall be installed as high as possible under structures and be installed in a manner that is not accessible by unauthorized individuals and does not create a climbing hazard.

4.6 DAS and Monitoring Equipment

Contractor shall supply and install a GVSD approved Data Acquisition System (DAS) including monitoring hardware and software package. The monitoring system shall provide energy generation data, historical data, solar insolation attributes, and meteorological data.

Points to be monitored by the DAS system shall include, at a minimum:

- Irradiance in plane of array
- Global horizontal irradiation
- AC voltage and current
- DC voltage and current
- Kilowatts (kW) and Kilowatt hours (kWh)

The DAS calculated values list shall include the following:

- Modeled production based on measured meteorological data
- Day's energy in kWh
- Month's energy in kWh
- Year to date energy in kWh
- Total lifetime energy in kWh



- PEGU provided reporting

The system shall be configured to sample data, 5-minute average intervals, and shall be configured to update the server at least once every 15 minutes. The system shall store the 1 to 15-minute averaged interval data for the life of the System. The system shall be capable of issuing alarms and notices to alert the system manager and operation and maintenance (O&M) Contractor to potential system problems and outages. The metering and monitoring system shall comply with the accuracy requirements and general standards set forth in IEC 61724, with the exception of the irradiance meter, which shall have an accuracy of better than +/- 5% of the reading. The metering scheme shall be capable of reading the net electrical energy to the grid during daylight hours and the nighttime auxiliary loads when the System(s) is in standby mode. The monitoring system data shall be accessible through an online dashboard, which allows for logging into administrator panel views. The panel view shall display current, daily, monthly, and annual data for the System. Raw data shall be downloadable for any time period of stored historical in an easy fashion. All electronics shall be enclosed in a NEMA 3R enclosure. The data shall be collected at hardwired locations and transmitted wirelessly via a cellular modem, or other means, to be provided and installed by Contractor. Contractor shall test the installed communications system to demonstrate its ability to meet the requirements of its intended use. Testing shall be done when the final system interconnections have been made.

4.7 Shade Structures

4.7.1

All wiring shall be run in a neat manner in which there are no wires running below purlin supports. All conduit shall be mounted on the support structure shall be mounted in a manner that inhibits climbing or hanging. Columns and steel beams shall be painted, color to be selected and approved by GVSD. All shade-structure systems shall include fascia on short sides/ends of array. All Shade-structures shall have a minimum clearance height of ten (10) feet as defined from grade to bottom of beams. All shade structures shall include metal baseplate covers to conceal and protect exposed bolts at column bases. Plastic covers will not be accepted.

4.9.2.1 Shade Structures in Parking Lots

Where applicable, column locations shall minimize impacts to existing parking and placed to maintain all existing parking spot dimensions. Contractor shall provide concrete wheel stops in parking spots that will have a column in the front of the parking spot. Contractor is responsible for verifying and understanding existing ADA parking, striping, and paths of travel and what code required upgrades will be necessary as a result of the solar project. Contractor is responsible for all required ADA upgrades, striping, and path of travel under arrays and to connecting ADA compliant path of travel including any new curb cuts, truncated dome pads, and other work as necessary to connect to the existing path of travel.

4.10 Interconnection



Contractor is responsible for the cost of designing, procuring equipment for, and installing all interconnection and metering facilities required to deliver the System(s)'s electrical output to the proposed point of connection on the interconnecting utility's electrical system, in accordance with the Agreement and the Interconnection Agreement of the interconnecting utility.

4.11 Materials

Contractor shall submit a steel fabrication package in advance of site design drawings to the appropriate AHJ for approval, if necessary, without additional cost to GVSD.

No equipment shall utilize polychlorinated biphenyls (PCBs). It is the responsibility of Contractor to identify any equipment using SF6 gas. It is the responsibility of Contractor to identify any proposed batteries and provide quantities and associated data sheets. It is the responsibility of Contractor to provide data sheets and quantities on any proposed chemicals used on the System(s).

4.12 Equipment Delivery, Staging, and Storing

Equipment and materials shall arrive at the site(s) so as to not delay System(s) completion by the Guaranteed Final Acceptance Date. Contractor shall be responsible for receiving and storing all freight at the site(s), or in an alternative agreed upon location, in a secure manner.

Prior to the arrival of equipment and materials at the site(s), the Contractor shall install a fenced, secured area and provide security for the storage of such equipment and materials. Contractor shall notify and receive approval in writing from GVSD of the location and layout of intended staging areas, parking areas, storage areas, office areas, workshops, and other temporary facilities.

All laydown and staging areas and plans shall be submitted, reviewed and approved by GVSD prior to commencement of construction. Temporary construction roads and staging areas not converted to permanent roads (if any) shall be restored in accordance with all permit requirements and/or restore to existing condition prior to the start of construction.

4. Other Requirements

4.1 Fit and Finish

Contractor must provide accurate locations and routing of installed underground conduit and utilities completed as part of the project on the final as-built plan sets.

Contractor is responsible for repairing any damage to the existing facilities or grounds that occur as a result of the construction including but not limited to asphalt marking, stains, track marks, cracks, holes, or damage to any vegetation. Contractor is responsible for documenting all existing conditions prior to the start of construction, as well as proposing and executing repair and potential re-routing methods that are to be reviewed and approved by GVSD.

Contractor is responsible for maintaining the existing functionality of equipment and



services impacted by the resulting work. Including but not limited to existing irrigation functionality and control, and lighting. Contractor will be responsible for maintaining current functionality of adjacent lighting that will not be replaced as part of the project.

4.2 Demolition and Disposal

Contractor must identify existing shading concerns as verified through a solar shading study and submit a plan that identifies existing objects or trees that are to be removed or trimmed. The plan shall identify the height that trees are to be maintained at moving forward. The contractor is responsible for tree removal as approved by GVSD.



Appendix C – Operations and Maintenance Requirements



1. Minimum Operations and Maintenance Requirements

Operations and Maintenance services to include annual preventative maintenance as well as comprehensive corrective and reactive maintenance. All corrective and reactive maintenance will be performed at no additional cost to the District, with the exception of items outside the Designer/Builder's control such as vandalism and Force Majeure, and as negotiated in the final operations and maintenance terms.

At a minimum the PV O&M activities shall include:

- Panel washing one time per year
- Preventative maintenance at a minimum annually or more frequently as necessary per equipment manufacturers recommendations.
- Annual visual inspection of all installed components and corrective maintenance as needed.
- Annual voltage and current testing
- As needed corrective and reactive maintenance
- As needed warranty administration including labor for of defective equipment replaced under warrantee.
- Maintenance reports annually

At a minimum the generator O&M activities shall include:

- Monthly, Biannual, and Yearly Generator Maintenance prescribed by manufacturer Warranty.
- Any other maintenance prescribed by Manufacturer to ensure compliance with warranty.

Designer/Builder shall provide the following documentation as part of their O&M services:

- Written reports detailing all Corrective and Reactive Maintenance issues detailing the issue and corrective action taken
- An Annual Report summarizing system all maintenance performed on the system (Preventative, Corrective and Reactive, Warranty-related, or otherwise).



Appendix D – Required Contract Submittals



Submittals

The table below identifies each submittal that will be submitted by the Contractor to the GVSD for review and approval. GVSD shall have ten full working days to provide comments and an approval status unless otherwise noted. Contractor is responsible for addressing comments to GVSD’s satisfaction. Below is a summary table of required submittals:

Submittal	Description	Submittal Time
Project Schedule	Provide CPM project schedule in MS Project or general MPP format which meets the project completion deadline provided in the Section 2 of the RFP and identifies the critical path. Provide Three Week Short Interval Schedule(SIS) at Weekly Owners Meeting that represents in greater detail the activities that will occur over the course of the subsequent three week period.	Monthly
Site Audit Reports	Documents verifying sites existing conditions will be submitted to the client, including, title reports, geotechnical reports and findings and any and all other site audits conducted by the Contractor.	Site Discovery
Schematic Design	A visual representation of the layout of the system including the location of the major pieces of equipment and required boring or trenching paths shown over aerials and/or site plans	Schematic Design Phase
Design Development Plans	A clear and coordinated plan set including all major components of the design consisting of, Architectural, Structural, and Electrical designs, supporting calculation, reports and equipment cut sheets that represents 85% of the intended design.	Design Development Phase
Complete Construction Documents	A complete plan set and ancillary documentation that set forth the detailed requirements for the construction of the system and represent 100% of the intended design including a detailed Bill of Materials (BOM)	Construction Document Design Phase



Monitoring System Design Documentation	Shall include DAS schematic, monitoring system on-line user interface, description of data fields and their availability, and access to a test environment (or other customer implementation) of the system and interface	Construction Document Design Phase
Quality Assurance / Quality Control Plan (QA/QC or QCP)	A detailed QA/QC plan that will be implemented during construction to ensure safety and quality of construction and final product per contract specifications	14-days before construction starts
Health & Safety Plan	A detailed construction phase Health & Safety Plan will outline in detail how health and safety will be managed on site and for the duration of the construction portion of the project.	14-days before construction starts
Testing and Commissioning Plan	Shall include acceptance testing and system start up plans.	14-days before testing and commissioning starts
Testing and Commissioning Results	Results from testing and commissioning in approved plan	After commissioning is complete
Proving Period Report	Shall include system description, test period of 30 calendar days, test results, anomalies identified, any corrective action performed, measured performance, supporting calculations indicating expected performance, measured 15-minute interval data, AC output (kW), production (kWh), AC and DC Voltage, in-plan irradiance, ambient and cell temperature, inverter status, system availability)	35-days after proving period start date
Training Plan and Training Materials	A detailed training plan and corresponding training materials that will be presented and used during the user training session	14-days before training starts
Operations and Maintenance Manual	Scheduled preventative maintenance, user manuals and data sheets for all equipment	14-days before training starts
Warranty Documentation and Certifications	Warranty registration, certificates, and required O&M to maintain warranties for each major piece of equipment.	14-days before training starts



As-built Plans	Final drawings, including boring logs, clearly showing any changes or variations from the approved design as well as construction details not captured on approved.	14-days before training starts
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Appendix E – Warranty Requirements



Warranty Requirements

The Provider shall confirm that all manufacturer warranties apply on an “as installed basis,” i.e., Provider will confirm the equipment was installed according to the requirements and specifications for installation. Provider shall identify warranty durations and terms for each major system component.



Appendix F – Sample Contract Document



**AGREEMENT FOR
ENERGY CONSERVATION SERVICES
Phase III**

By and Between

GRASS VALLEY SCHOOL DISTRICT

and

Dated _____ 2022

DRAFT



AGREEMENT FOR ENERGY CONSERVATION SERVICES PHASE III

This Agreement for Energy Conservation Services Phase III (“Agreement”) is made effective as of ____, 2022 (“Effective Date”) by and between: (i) the Grass Valley School District (“District”), a public school district organized and existing pursuant to California law; and (ii) _____ (“Contractor”), an ____ limited liability company designated as entity ____ by the California Secretary of State. The District and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The District owns and operates the public school and/or administrative facilities identified in Exhibit “A” attached to this Agreement (each a “District Facility” and collectively, the “District Facilities”). The District intends to make certain improvements to the District Facilities, as generally indicated in Exhibit A hereto, including replacement of mechanical equipment and/or controls, installation of solar photovoltaic energy-generation systems, and addition of non-solar shade structures (collectively, the “Project”). For all purposes of this Agreement (including, without limitation, the exhibits hereto), the locations at the District Facilities where the work and services to be performed as part of the Project will occur may be referred to herein individually as a “Project Site” and collectively as the “Project Sites.”

B. The Contractor possesses a contractor’s license issued by the California Department of Consumer Affairs, Contractors’ State License Board (“CSLB”), specifically, License No. _____, with classifications ____ (General Building), C-10 (Electrical), and C-20 (Warm-Air HVAC).

C. The District intends to pay the initial costs of the Project using “Elementary and Secondary School Emergency Relief” funding authorized by the American Rescue Plan Act (“ESSER III Funding”). Consistent with the American Rescue Plan Act (“ARPA”), the purpose of the Project is to implement repairs, replacements, improvements, and upgrades needed to improve indoor air quality in the District’s school facilities, reduce the risks of virus transmission and exposure to environmental health hazards, and to support student health needs, as well as to maintain operations and continuity of services in light of the anticipated full reopening of the District’s schools.

D. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Contractor to perform the work and services required to complete the Project. Following a duly-noticed public hearing, the Board of Education of the Grass Valley School District (“District Board”) approved this Agreement pursuant to authority set forth in Government Code Section 4217.10 *et seq.*

E. The Parties acknowledge and agree that, notwithstanding the Effective Date, this Agreement shall become operative only if both of the following occur: (i) the District receives ESSER III Funding sufficient to pay all costs associated with the Installation Work; and (iii) the District Board allocates an amount of ESSER III Funding for purposes of the Project that is sufficient to pay all costs associated with the Installation Work. In the event the District does not receive sufficient ESSER III Funding, or the District Board does not allocate sufficient ESSER III Funding to pay all costs associated with the Installation Work, this Agreement shall terminate upon notice from the District to the Contractor and, thereafter, neither Party shall have any further obligations in connection with this Agreement.



Now, in consideration of the foregoing and of their respective rights and obligations pursuant to this Agreement, the Parties hereby agree as follows:

AGREEMENT

Section 1. Performance of the Installation Work.

Subsection 1.1 Scope of Installation Work. In addition to the description of the Installation Work as set forth in the main body of this Agreement and in Exhibit A hereto: (i) Exhibit “B” attached to this Agreement sets forth a detailed description of the Installation Work to be performed by the Contractor pursuant to this Agreement; (ii) Exhibit “C” attached to this Agreement sets forth additional detail for the scope of work for the solar photovoltaic energy generation systems to be installed in accordance with this Agreement (each a “Solar PV System”); and (iii) Exhibit “D” attached hereto sets forth a schedule of the mechanical replacements included as part of the Installation Work. The Contractor must complete all Installation Work in strict accordance with this Agreement and the other Contract Documents (defined in Subsection 2.2 herein). Without limiting anything else in this Agreement, the Installation Work includes, generally, any and all planning, delivery, installation, connection, integration, startup, and commissioning of the systems, equipment, and other things to be installed pursuant to this Agreement. Except as the Parties may agree in a written amendment to this Agreement, the Contractor shall commence and complete the actual onsite installation of the Solar PV Systems during the period District classes are on break during the summer of 2022.

Subsection 1.2 Required Approvals. The Contractor, at its own cost and expense, shall be solely responsible for obtaining any and all governmental and other approvals required for performance of the Installation Work, including, without limitation: (i) any approvals by the California Department of General Services, Division of State Architect (“DSA”), the County of Nevada, or any applicable city; and (ii) any interconnection and other agreements and approvals required for installation of the Solar PV Systems. For avoidance of doubt, the foregoing requirement to obtain approvals shall not be deemed or construed to: (i) apply to any DSA or air quality management district approval necessary as a result of existing deficiencies at any District Facility; or (ii) require that the Contractor obtain any permit required for commencement of regular operations of the Solar PV Systems other than required interconnection approvals. The Contractor shall update the District on a weekly basis regarding its progress in obtaining required approvals for the Installation Work, and the Contractor shall provide written notice to the District upon receiving all such approvals as are necessary for performance of the Installation Work. Notwithstanding anything that may be construed to the contrary, the District, in its sole and absolute discretion and at any time after 120 days from the Effective Date, may terminate this Agreement, in whole or in part, if the Contractor has not then obtained any and all approvals necessary for performance of the Installation Work. Upon written request by the Contractor, the District, to the extent reasonable and at the Contractor’s cost and expense, will as applicable execute and process any documentation reasonably required to obtain any approvals within the scope of this Subsection; provided that the Contractor shall indemnify, defend and hold-harmless the District with respect to any costs and other liabilities that arise from such activities by the District.

Subsection 1.3 COVID-19 Acknowledgement. The Parties have entered into this Agreement at a time when a public health emergency still exists with respect to the virus that causes COVID-19. Although vaccines against COVID-19 have been developed, it still is presently unknown when this public health emergency will end, and state and local governmental public health and other officials (“Public Officials”) have issued mandatory guidance and orders



establishing safety and other requirements relating to COVID-19 and applicable to the performance of construction work (“COVID-19 Orders”) that may be applicable to the Installation Work. The possibility exists that, during the course of the Installation Work, Public Officials may rescind, modify, and/or issue additional COVID-19 Orders applicable to the Installation Work. Without limiting the foregoing, Public Officials may include, among others, city and/or county public health officials, city and/or county building department officials, and state and/or federal Occupational Safety and Health Administration officials.

Subsection 1.4 Compliance with COVID-19 Orders. In connection with the Installation Work, the Contractor shall be responsible, at its cost and expense, for full and satisfactory compliance with: (i) all applicable COVID-19 Orders, with respect to any and all employees, workers, delivery personnel, and others who are present on or at any Project Site in connection with the performance of the Installation Work, including, without limitation, the employees of the Contractor’s subcontractors; and (ii) any and all other COVID-19-related policies and directives applicable to the Project and/or any site where the Installation Work is to occur, as implemented by any project manager, supervisor, or other authorized person. The Contract Amount (defined in Section 4.1 herein) shall be deemed and construed to include adequate compensation for compliance by the Contractor with any and all such COVID-19 Orders, policies, and directives. In no event shall any requirement to comply with an applicable COVID-19 Order, policy, or directive be sufficient to justify an increase in the Contract Amount or an extension of time to complete the Installation Work.

Section 2. Component Parts of Contract.

Subsection 2.1 Required Forms. Prior to commencing any of the Installation Work, the Contractor must complete, execute and submit to the District each of the contract-related forms specified in Exhibit “E” attached to this Agreement (“Required Contract Forms”), including, without limitation, having caused its surety or sureties to issue the Performance Bond and Payment Bond required by the Contract (defined in Subsection 2.2 herein). The submittal of such completed and executed Required Contract Forms shall be a condition precedent to the Contractor commencing the Installation Work. As and when required by this Agreement during the course of the Installation Work, the Contractor must complete, execute and submit to the District the various project-related forms specified in Exhibit “F” attached to this Agreement (“Required Project Forms”).

Subsection 2.2 Contract and Contract Documents. This Agreement is but one of the documents that, collectively, set forth the complete understanding and agreement of the Parties with respect to the performance of the Installation Work (the “Contract”). Each of the Agreement and other such documents (“Contract Documents”), as those may be duly made or amended from time to time, is hereby incorporated as an operative and effective part of the Contract. The Contract Documents include, but are not limited to: (i) this Agreement; (ii) any and all drawings, plans, elevations, sections, details, schedules and diagrams approved by the District that illustrate any or all of the Installation Work (“Plans”) and any and all written requirements approved by the District for materials, equipment, construction systems, quality workmanship, services and other things to be furnished in connection with the Installation Work or the Project (“Specifications”); (iii) the general provisions of this Agreement attached as Exhibit “G” to this Agreement (“General Provisions”); (iv) any and all Required Contract Forms and Required Project Forms; and (v) any duly-authorized change orders or other agreements providing for changes in the Installation Work. The Contract Documents do not include any request for proposals and/or qualifications, or any proposals or submittals in response thereto, except to the extent expressly incorporated into this Agreement.



Subsection 2.3 Complementary Nature. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, although not set forth in any one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents.

Section 3. Commencement and Completion of Installation Work.

Subsection 3.1 Master Schedule and Contract Time. Prior to, and as a condition to, the Contractor commencing any of the Installation Work, the Parties shall develop a schedule for performance of the Installation Work overall and at each of the District Facilities ("Master Schedule"). Each Party shall reasonably cooperate with the other Party with respect to developing the Master Schedule. The Master Schedule may, but is not required to, be formatted as depicted in Exhibit "H" attached hereto. The Master Schedule shall establish the periods of time within which must occur the substantial completion and the full and satisfactory completion of all of the Installation Work at each of the Project Sites and for completion of the entirety of the Project ("Contract Time"), and the Master Schedule may include such milestones as the Parties may agree. Upon agreement by the Parties as to the applicable Master Schedule, it shall govern with respect to the timing for completion of each and all portions of the Installation Work. However, the Contract Time may be extended as provided in the Contract Documents or as the Parties otherwise may agree in writing. Subject to Subsection 3.3 and all other provisions of this Agreement, the Contractor must plan, schedule, and perform the Installation Work using such means, methods, workforce, and other things of whatever nature as will ensure completion of all Installation Work within the Contract Time, including, without limitation, any milestones included in the Master Schedule.

Subsection 3.2 Access to Project Sites. Subject to all other provisions of this Agreement, including, without limitation, limitations on working hours set forth in Subsection 3.3 herein, the District shall make the Project Sites available to the Contractor, for purposes of completing the Installation Work, upon satisfaction of all prerequisites to the Contractor commencing the Installation Work as described in this Agreement, including, among others, receipt by the District of written notice from the Contractor, as described in Subsection 1.2 herein, that the Contractor has obtained the approvals necessary to perform the Installation Work.

Subsection 3.3 Working Hour Restrictions. The Contractor acknowledges that the District Facilities are schools and administrative facilities at which ongoing operations will occur during the course of the Installation Work. Therefore, Installation Work must occur during and over specific periods of time, in order to promote the best usage of school facilities, to promote an appropriate learning environment for students, and to avoid and/or minimize interference with the District's operations, programs, and activities. The Contractor further acknowledges that compliance with scheduling requirements for the Installation Work as provided herein is mandatory in order to accomplish such goals and, therefore, that time is of the essence with respect to the performance of the Installation Work. Without limiting Subsection 3.1 or anything else in this Agreement: (i) the Contractor must schedule and perform the Installation Work as necessary to accommodate the District's operations at the Project Sites, including, without limitation, its educational, recreational, and other programs and activities, after-school programs and events, and annual and other special events; and (ii) except for the installation of the Solar PV Systems that is to occur during the summer of 2022, the Contractor shall perform the Installation Work only during evening hours, on weekends, and on holidays and other breaks in District and school operations. With respect to any Project Site that is a District school: (i) the



term “evening hours” shall mean the period of time that commences one hour after the end of the last classes on a day when classes are in session at the school; and (ii) no Installation Work may occur at the school, on any day when classes will be in session, during the two-hour period immediately prior to when classes are scheduled to commence that day. With respect to any Project Site that is a District administrative facility: (i) the term “evening hours” shall mean the period of time that commences at 5:30 p.m. on any day when District employees are working at the facility; and (ii) no Installation Work may occur at the facility, on any day when District employees will be working at the facility, during the one-hour period immediately prior to when District operations at the facility are scheduled to commence that day. The definitions of “evening hours” set forth in this subsection shall not be deemed or construed to limit the Contractor’s obligation, as described in this Subsection, to accommodate the District’s operations at the Project Sites.

Subsection 3.4 Acceptance Upon Final Completion. As provided in this Section, the Installation Work is subject to acceptance by the District Board. Upon reasonably determining that it has fully and satisfactorily completed all of the Installation Work, the Contractor shall provide written notice of presumed final completion (“Notice of Presumed Completion”) to the District and, thereafter, the District shall determine, in its reasonable discretion, whether the Installation Work has been fully and satisfactorily completed. Upon making such determination, and subject to applicable agenda deadlines (which, generally, is two weeks in advance of the applicable meeting), the District shall schedule acceptance of the Installation Work by the District Board as of the date of the next-subsequent regularly-scheduled meeting of the District Board (“Project Acceptance Date”), but in each case the District shall make reasonable efforts to schedule the District Board’s acceptance of the Installation Work to occur within thirty days following determination by the District that the Installation Work has been fully and satisfactorily completed. Consistent with the foregoing, but prior to full and satisfactory completion of all of the Installation Work, if the Contractor has fully and satisfactorily completed all portions of the Installation Work to occur at any particular District Facility, and if the remainder of the Installation Work is otherwise proceeding satisfactorily, then the District shall not unreasonably refuse a request from the Contractor to seek acceptance by the District Board of the portion of the Installation Work at such District Facility and, thereafter, to issue and record a notice of completion for such portion of the Installation Work.

Section 4. Contractor Compensation.

Subsection 4.1 Contract Amount. The compensation payable to the Contractor in exchange for full and satisfactory completion of the Installation Work (“Contract Amount”) is limited to the fixed, total, and all-inclusive amount specified in Exhibit “I” attached to this Agreement, in exchange for which, as described in more detail in Subsection 4.4 herein, the Contractor guarantees that it will perform all of the Installation Work in strict accordance with the Contract Documents. The portions of the Contract Amount allocated to the Installation Work at each of the District Facilities shall be set forth in the Schedule of Values approved by the District in accordance with Subsection 4.2 herein. The District shall pay the Contract Amount to the Contractor, in multiple payments, in accordance with the General Provisions and Exhibit I hereto.

Subsection 4.2 Schedule of Values. Within twenty days of the Effective Date, the Contractor shall provide to the District, for its review, a schedule that itemizes the separate values of each of the different categories of work (e.g., controls, mechanical, LED lighting, and Solar PV Systems) comprising the Installation Work at each of the District Facilities (“Schedule of Values”). For avoidance of doubt, the sum of the amounts specified in the Schedule of Values must in no event exceed the Contract Amount. In addition, the Schedule of Values must specify



the value of each category of the work at a District Facility in terms of: (i) dollars for that work; and (ii) percentage value of that work relative to (a) value of all work at that District Facility and (b) value of all Installation Work. The Schedule of Values shall be subject to review and approval by an Authorized District Representative (defined in Subsection 11.1 herein) in his or her reasonable discretion, and such approval shall be a condition precedent to the District having any obligation to make any payment to the Contractor pursuant to this Agreement.

Subsection 4.3 Adjustment and Payment of the Contract Amount. The Contract Amount shall be subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the total amount of the adjusted Contract Amount to the Contractor, in partial payments from time to time, as provided in the General Provisions and Exhibit I hereto. In no event shall the sum total of all Progress Payments (defined in Section 7.1 of the General Provisions) and the Final Payment (defined in Section 7.9 of the General Provisions) to the Contractor pursuant to the Contract exceed the adjusted Contract Amount. In addition, in no event shall the sum total of the payments to the Contractor on account of the Installation Work at any particular District Facility exceed the portion of the Contract Amount allocated to such District Facility, as specified in the Schedule of Values and as may be adjusted in accordance with this Agreement.

Subsection 4.4 Contract Amount Limitation. The District's sole and exclusive liability for compensating the Contractor for full and satisfactory performance of the Installation Work in strict accordance with this Agreement and other Contract Documents shall be deemed and construed to be limited to an amount equal to the Contract Amount as it may be adjusted in accordance with the Contract Documents (for example, as provided in Section 5.15 of the General Provisions). The Contractor hereby represents and guarantees that it can and shall satisfactorily and completely perform all of the Installation Work, in strict accordance with this Agreement and the other Contract Documents, without seeking funds from the District in excess of the Contract Amount (as it may be adjusted in accordance with the Contract Documents) or requesting a redesign or change in scope of the Installation Work in order to reduce the Contractor's costs, and regardless of any anticipated or unanticipated increases in costs of labor, materials, equipment, or other services or things necessary in connection with the Installation Work. The Contractor shall be solely responsible for any and all costs it incurs in performing its obligations pursuant to this Agreement and other Contract Documents that are in excess of the adjusted Contract Amount, without right to additional compensation or reimbursement from the District.

Section 5. All-Inclusive Compensation. The compensation payable to the Contractor pursuant to Section 4 herein shall be deemed and construed for all purposes to be total and all-inclusive amounts, including, without limitation, with respect to any and all duties, sale, use, excise, income, or other similar taxes required by federal, State of California, local, or other laws in effect as of the Effective Date, and payable in connection with, or as a result of: (i) this Agreement; or (ii) actions by a Party taken in furtherance of, or as a result of, this Agreement.

Section 6. Contractor Insurance. The Contractor must comply with the insurance-related requirements set forth in Exhibit "J" attached to this Agreement. Without limiting the foregoing, prior to commencing the Installation Work, the Contractor must obtain and have in effect each and every policy of insurance required pursuant to Exhibit J (each an "Insurance Policy" and, collectively, the "Insurance Policies"). The Contractor must also ensure compliance by any and all subcontractors with the applicable provisions of such insurance-related requirements. Except as provided in Exhibit J hereto or as the District may expressly consent in writing, the Contractor and each of its subcontractors must maintain required Insurance Policies in full force and effect at all times prior to termination of this Agreement.



Section 7. Compliance with Labor-Related Requirements. In connection with the performance of the Installation Work, the Contractor and each of its subcontractors must comply with all requirements of the Labor Laws (defined in Section 11.7 of the General Provisions) as described in Sections 11.7 through 11.11, inclusive, of the General Provisions. The District will coordinate and facilitate any mandatory pre-construction conference, and the Contractor and each of its subcontractors must attend the conference in order to ensure they are aware of labor-law requirements applicable to the Installation Work.

Section 8. Employee Background Checks. The District has considered the totality of the circumstances relating to the Contractor's activities on and at the District Facilities as authorized by this Agreement ("Contractor Activities"), including, without limitation, whether minor-aged students may be present at the Project Sites during the Contractor Activities. The District has determined that, as of the Effective Date, the requirements for criminal-history background checks set forth in Section 3.6 of the General Provisions shall be in effect and shall apply to any and all Contractor Activities.

Section 9. Other Restrictions on Working Hours. The Contractor shall perform the portions of the Installation Work that are to occur at or in the vicinity of the Project Sites only during such hours as described in Section 3.3 herein. However, nothing in this Agreement shall be deemed or construed to relieve the Contractor from compliance with: (i) any applicable ordinance(s), rules, regulations, or other governmental requirements relating to working hours, including, without limitation, any local ordinance governing work hours; or (ii) requirements of any "Mitigation Monitoring Plan" relating to the Project that the District may have adopted pursuant to the California Environmental Quality Act.

Section 10. Liquidated Damages. The amount of the Liquidated Damages (defined in Section 4.3 of the General Provisions) that the Contractor shall pay to the District, if required pursuant to Section 4.3 of the General Provisions, is \$1,000.00 for each day or portion thereof.

Section 11. Representatives and Contacts.

Subsection 11.1 Authorized District Representatives. The District representatives who are authorized to represent the District in connection with this Agreement (each an "Authorized District Representative") are identified in Exhibit "K" attached to this Agreement. In addition to any limitations on authority as may be specified in this Agreement, the authority of each Authorized District Representative is limited by the requirement that the District Board must approve any and all changes to the Contract or must have delegated such authority to the Authorized District Representative. The District may at any time change any of the Authorized District Representatives, and the District shall provide notice of any such change to the Contractor. The District, in its sole discretion, may at any time contract for program management, construction management, project management and/or other consultant services in connection with the Project, in which event the District may delegate to any such consultant any or all of the District's duties relating to this Agreement and/or the Project.

Subsection 11.2 Authorized Contractor Representatives. The representatives of the Contractor who are authorized to represent the Contractor for purposes of this Agreement (each an "Authorized Contractor Representative") are identified in Exhibit K hereto. The Contractor must ensure that the Authorized Contractor Representatives have been fully authorized to represent the Contractor and render any and all decisions on behalf of the Contractor as required to implement this Agreement and perform the Contractor's obligations



pursuant to this Agreement; provided that this Agreement may be amended only as provided in Subsection 19.1 herein or in Part 6 of the General Provisions. Subject to any applicable provisions of the Contract Documents, the Contractor may change any of the Authorized Contractor Representatives, and the Contractor shall provide notice of any such change to the District.

Subsection 11.3 Architect Contacts. The architect of record for the Project (“Architect”), and the representatives of the Architect who are authorized to represent the Architect in connection with the Project, are identified in Exhibit K hereto. Notwithstanding the foregoing, if no Architect is specified in Exhibit K to this Agreement, the District shall perform or, from time to time, delegate the responsibilities specified in this Agreement as being the responsibility of the Architect, to the extent such duties are applicable to the Project. The District may identify any person to whom the District delegates the Architect’s responsibilities either in Exhibit K hereto or by separate notice from the District to the Contractor.

Section 12. Infringement Claims. The Contractor (at its sole cost, with counsel reasonably acceptable to the District, and as provided in Section 15 herein) shall indemnify, hold-harmless and defend the District with respect to any and all claims, demands, actions or other proceedings (each an “Action”) that may be instituted against District alleging infringement of any US patent, trademark or copyright relating to equipment or other things incorporated into or used in connection with the Installation Work. The District shall make best efforts to give Contractor written notice of each Action within ten business days after notice or process is provided to or served on the District. The Contractor shall be solely responsible for paying any and all judgments against the District arising from such Actions, except to the extent a court of competent jurisdiction determines that the sole negligence, active negligence, or willful misconduct of the District was a contributing cause of the infringement. In cases other than any case that the Contractor refuses to accept tender of the defense of an Action, the District, at its own expense, shall have the right, but not the obligation, to participate in the defense of any Action, but may not settle any Action without the prior written consent of Contractor. In any case that the Contractor refuses to accept tender of the defense of an Action, the Contractor shall be deemed and construed to have fully and irrevocably waived any and all rights to assert that the defense by or on behalf of the District was inadequate.

Section 13. Confidential Information. Nothing in this Agreement or the other Contract Documents shall be deemed or construed to be confidential, trademark, or proprietary information. For avoidance of doubt, this Agreement and the other Contract Documents are public records that the District may disclose in accordance with law or otherwise.

Section 14. Warranties. The Contractor hereby warrants all labor, equipment, and materials incorporated into, or employed to complete, the Installation Work as provided in the Contractor Warranty (defined in Subsection 5.22.2 of the General Provisions), and the Contractor Warranty shall be in addition to any and all equipment or other Manufacturer Warranties.

Section 15. General Indemnity.

Subsection 15.1 Applicability. For avoidance of doubt, the indemnification obligations set forth in Part 8 of the General Provisions shall apply not only to the Installation Work, but also to any and all claims, demands, actions, other proceedings, losses, damages, judgments, penalties, fines, costs and expenses (including, without limitation, attorneys’ fees) and other liabilities of whatever nature (each a “Liability” and, if multiple, the “Liabilities”) that arise or allegedly arise from the activities of the Contractor in connection with this Agreement.



Subsection 15.2 Scope. Each and every obligation in this Agreement requiring that the Contractor indemnify, defend and hold-harmless the District shall be deemed and construed as an obligation to indemnify, defend and hold-harmless not only the District, but also the District Board and each member thereof, and the District's other officers, employees and agents, and each of them. With respect to any and all Liabilities that arise prior to termination of this Agreement, the requirements of this Section 15 and Part 8 of the General Provisions shall survive the termination of this Agreement.

Section 16. Limitations on Liability. Except as this Agreement may expressly provide, neither Party shall be liable to the other Party, in connection with or as a result of this Agreement, for any special, indirect, incidental, consequential and/or punitive damages, including, without limitation, lost profits, regardless of the theory or theories of liability and regardless of whether any Party has been informed of the possibility of such damages.

Section 17. Ownership of Project Sites. Nothing in this Agreement or otherwise relating to or arising from the Project shall be deemed or construed to result in the Contractor having any ownership, leasehold, or other interest in or to any of the Project Sites.

Section 18. Destruction or Substantial Damage.

Subsection 18.1 Funding for Repair and/or Reconstruction. If, for whatever reason, some or all of any District Facility is destroyed or damaged to the point that it cannot be occupied or used, the Parties shall review whether the net proceeds of insurance maintained by the Parties in accordance with this Agreement or otherwise (together with any funds available from other sources) reasonably will be adequate to repair, reconstruct or replace the destroyed or damaged District Facility.

Subsection 18.2 Determination to Repair and/or Reconstruct. Following the review described in Subsection 18.1, if the District agrees that, considering available funding and all other factors, it will be feasible, practical, and possible to repair, reconstruct, or replace the destroyed or damaged District Facility, the Parties shall cooperate with respect to the performance of such repair or other work, including, among other things, the use of available insurance proceeds to pay repair and/or reconstruction costs. If a Party caused or otherwise is at fault for the destruction or damage, that Party shall be responsible for any shortfall between the net insurance proceeds (net of the other Party's deductibles and other out-of-pocket costs) and the reasonable costs of repair and/or reconstruction.

Subsection 18.3 Determination Not to Repair and/or Reconstruct. If the District reasonably determines that it will not be feasible, practical, or possible to repair, reconstruct, or replace the destroyed or damaged District Facility, then: (i) this Agreement shall terminate, but only to the extent applicable to that District Facility; and (ii) each Party shall be entitled to insurance proceeds payable to that Party pursuant to any insurance policy or policies maintained by the Parties in accordance with this Agreement. If a Party caused or otherwise is at fault for the destruction or damage, the other Party shall also have whatever rights and remedies as may be available pursuant to this Agreement and applicable law

Section 19. Interpretation of Agreement.



Subsection 19.1 Modifications. Except as may be permitted by the Contract Documents, including, without limitation, Part 6 of the General Provisions, this Agreement may be amended or otherwise modified only by means of a written instrument that has been duly approved, signed, and delivered by both Parties.

Subsection 19.2 Recitals and Exhibits. The Recitals set forth herein and the Exhibits referenced herein and attached hereto are hereby incorporated as operative and effective provisions of this Agreement.

Subsection 19.3 Entire Agreement. This Agreement constitutes the entire understanding and agreement of and between the Parties with respect to the Project, and any and all prior and contemporaneous agreements, representations and understandings of the Parties relating to such matters, oral or written, are hereby superseded and replaced.

Subsection 19.4 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party: (i) has received, or had unqualified opportunities to receive, independent advice from its own legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein; and (ii) has participated in the negotiation of the terms set forth in this Agreement. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Subsection 19.5 Headings and Captions. The headings and captions set forth in this Agreement, including, without limitation, the Exhibits hereto, are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any provision herein.

Subsection 19.6 Meaning of "Days." Each reference in this Agreement to a specific number or period of days shall be construed to mean consecutive days, and each reference to a specific number of days that is not qualified as calendar days or business days shall be deemed and construed to mean calendar days, not business days. For all purposes of this Agreement, including, without limitation, the Exhibits hereto, the term "business day" means any day that is not: (i) a Saturday or Sunday; (ii) a federal or State of California holiday; or (iii) with respect to the District's administrative staff, a furlough day mandated by either the District Board or any agency or department of the State of California.

Subsection 19.7 Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Subsection, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Subsection 19.8 Severability. If a court of competent jurisdiction determines, for any reason, that any provision of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision of this Agreement. In such event, the remaining provisions shall be interpreted, to the extent permitted by law, in a



manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision.

Subsection 19.9 Assignment. Except as expressly provided in this Agreement, neither Party may assign or otherwise transfer this Agreement or any of its rights pursuant to this Agreement, or delegate any of its obligations pursuant to this Agreement, without the written consent of the other Party given in advance of such assignment, transfer, or delegation. A Party shall not unreasonably deny, delay or condition its approval to any such assignment, transfer, or delegation by the other Party. Notwithstanding the foregoing, this Agreement may be assigned (whether by operation of law or otherwise) to another public educational entity, without the consent of the Contractor, upon transfer of any District Facility to such entity pursuant to Education Code Sections 35500 *et seq.* and/or 35700 *et seq.* Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' duly authorized assignees and successors.

Subsection 19.10 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit and purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party.

Section 21. Counterparts. This Agreement may be signed in one or more counterparts, which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement bearing original signatures of both Parties.

Section 22. Due Authority of Signatories. Each person who signs this Agreement on behalf of a Party shall be deemed and construed to thereby represent and warrant that he or she has been duly authorized by appropriate action of such Party to sign, and thereby bind such Party to, this Agreement.



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

Grass Valley School District

[Name of Company]

By: _____
_____, Executive Director,
Administrative Services

By: _____
Print Name: _____
Print Title: _____

Approved as to form:

By: Atkinson, Andelson, Loya, Ruud & Romo,
Attorneys for Grass Valley School District

Fed. Tax ID No:

By: _____

By: _____
Bryan G. Martin, Legal Counsel

Print Name: _____

Print Title: _____

Approved by District Board:

**EXHIBIT A****LIST OF DISTRICT FACILITIES AND IMPROVEMENT TYPES****[SAMPLE]**

No.	District Facility	Solar PV Systems	Shade Structure Solar PV System
1	Lyman Gilmore M.S.		X
2	Margaret G. Scotten E.S.		X
3	Bell Hill E.S.	X	X
4	Grass Valley Charter School		X
5	District Office and District Support Services		Included in Gilmore
6	Our Kids Place Pre-School.		Included in Gilmore

**EXHIBIT B*****DESCRIPTION OF INSTALLATION WORK***

This Exhibit B sets forth: (i) in Part 1, below, the “Narrative Description of Installation Work”; (ii) in Part 2, below, the “General Clarifications Applicable to Initial Construction/Installation”; and (iii) in Part 3, below, the “Specifications” (including, without limitation, the technical details) for the Installation Work at each District Facility.

Part 1. Narrative Description of Installation Work:

The Installation Work consists of all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily complete the Installation Work in strict accordance with all Contract Documents, including, without limitation, any Contract Documents providing for changes to the initial scope of the Installation Work.

The Installation Work includes, generally: (i) the installation of the improvements indicated in Exhibit A to this Agreement and this Exhibit B as being part of the Installation Work, at the corresponding District Facilities indicated in Exhibit A to this Agreement and this Exhibit B; and (ii) all start-up and commissioning activities necessary for such improvements to become fully operational.

Part 2. General Clarifications Applicable to Initial Construction/Installation

- (1) The Contractor shall be responsible for any and all necessary design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance specifically associated with the Installation Work. The Contractor shall be fully responsible for the accuracy of Contractor-provided Plans and Specifications, submittals, and other documents.
- (2) The Contractor shall submit to DSA and/or other governmental entities with competent jurisdiction, for review and approval, all required Plans and Specifications and other documentation relating to portions of the Installation Work that are subject to requirements for such review and approval. The Contractor shall be fully responsible and liable for any failure to obtain such review and approval.
- (3) The Contractor has had unqualified opportunities to inspect the Project Sites and all associated improvements and conditions attendant thereto, for purposes of developing the scope of the Installation Work. The Contractor shall be deemed and construed to know and understand any and all constraints and conditions associated with the Project Sites that reasonably could have been discerned by qualified contractors experienced in performing work similar in nature to the Installation Work, including, without limitation, whether existing underground or other conduit between buildings are clear of obstructions, easily accessible, of sufficient size, and otherwise available for use in connection with the Installation Work.
- (4) The Contractor shall provide any and all equipment cut-sheets, shop drawings, and other submittals to the District for review either: (i) prior to commencing the associated portion of the Installation Work if that portion of the Installation Work is not subject to review and approval by the DSA or other governmental entity; or (ii) prior to submission to DSA or other governmental entity if the associated portion of the Installation Work is subject to review and approval by the DSA or other governmental entity. The District does not have



- the staff necessary to review the technical aspects of the proposed Installation Work and, therefore, is relying on the Contractor in that regard. Thus, no review by the District shall be deemed or construed to relieve the Contractor from responsibility for the engineering or other design of the Installation Work.
- (5) Subject to provisions in the Agreement for reimbursement by or offset against payments to the Contractor, the District shall be responsible for hiring and paying any and all inspectors, including DSA and other special inspectors.
 - (6) The Contractor shall coordinate, with the District, any and all operations involving vehicles on or at the District Facilities, and the Contractor shall be fully responsible for securing Project Sites and for providing traffic redirection during rigging operations and move-in and move-out of large equipment.
 - (7) To the extent reasonable and subject to site limitations and constraints arising from District operations, the District will provide: (i) laydown areas at the Project Sites; and (ii) parking spaces in parking lots at the Project Sites for vehicles used by the Contractor and its subcontractors. To the extent reasonable, the Contractor may use electricity provided by existing electrical systems at the Project Sites to perform the Installation Work.
 - (8) The Contractor shall not be responsible for the integrity of any existing equipment or system (e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components) or for any existing comfort problems, balancing, duct cleaning, or other deficient conditions, except to the extent: (i) this Agreement specifically includes such responsibility or work in the scope of the Installation Work; or (ii) the Contractor's activities in connection with this Agreement adversely affect the integrity, functionality, or operation of the existing equipment or other systems at any District Facility. However, the Contractor shall immediately notify the District upon discovering any pre-existing system, equipment, structural component, and/or other thing relating to or affected by the Installation Work that is damaged, inoperable, not properly operating, or otherwise inadequate for its existing or intended purposes.
 - (9) The Contractor, to the extent reasonably necessary in connection with the Installation Work, shall remove from the areas where the Installation Work is occurring, protect and, after each work day, put back in original locations, all existing interior and exterior furniture and equipment that can be moved. The Contractor shall protect in place any and all furniture and equipment that is to remain in place during performance of the Installation Work because it cannot be moved. Because the District's operations will be ongoing during the performance of the Installation Work, the Contractor shall on a daily basis clean all furniture and equipment in the area of the Installation Work performed that day, and, in connection with its closeout activities, shall clean and polish all such furniture and equipment. The Contractor shall be responsible and liable for any and all damage to or loss of furniture, equipment, fixtures, finishings, et cetera, resulting from the performance of the Installation Work.
 - (10) The District shall provide Ethernet drops and high-speed internet access at each Project Site as necessary for Energy Management System communication and to enable the Contractor to monitor the operation and performance of the Improvements.



- (11) In connection with close-out of the Project, the Contractor shall provide to the District true and correct copies of: (i) the As-Builts; (ii) operations and maintenance manuals; (iii) any and all approvals by DSA and other governmental entities, utilities, *et cetera*; and (iv) other documentation relating to the Installation Work.

Part 3. Specifications: This Part 3 is the general description of the scope of work to be performed. **[NOTE: SCOPE OF WORK BELOW IS A SAMPLE]**

School

Mechanical

- * Replace twenty-one (21) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of twenty-one (21) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.
- Disconnection/reconnection of existing condensate drain lines.
- Disconnection / reconnection to the existing Carrier building automation system (BAS).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.
- Roofing other than repairs required for new roof curb adaptors.

- * Replace three (3) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of three (3) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.



School

Mechanical

- * Replace eight (8) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of eight (8) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.
- Disconnection/reconnection of existing condensate drain lines.
- Disconnection / reconnection to the existing Alerton BAS.
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.
- Roofing other than repairs required for new roof curb adaptors.

- * Replace three (3) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of three (3) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.

Non-Solar Shade Structure

- * Provide and install one (1) new non-solar shade structure.

The Scope of Work includes:

- Installation of one steel, covered shade structure;
- Size – 2000 square feet subject to final design;
- Tube steel columns not in center;
- Weather tight;
- Concrete slab;
- Lights and Power Outlet;



The Scope of Work excludes:

- Water hose bib (by District).

School

Mechanical

- * Replace sixteen (16) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of sixteen (16) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.
- Disconnection/reconnection of existing condensate drain lines.
- Disconnection / reconnection to the existing Alerton BAS.
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.
- Roofing other than repairs required for new roof curb adaptors.

- * Replace three (3) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of three (3) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.

Non-Solar Shade Structure

- * Provide and install one (1) new non-solar shade structure.

The Scope of Work includes:

- Installation of one steel, covered shade structure;
- Size – 2000 square feet subject to final design;
- Tube steel columns not in center;



- Weather tight;
- Concrete slab;
- Lights and Power Outlet;

The Scope of Work excludes:

- Water hose bib (by District).

Facilities (M.O.T.)

Mechanical

- * Replace seven (7) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of seven (7) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.
- Disconnection/reconnection of existing condensate drain lines.
- Disconnection / reconnection to the existing thermostats.
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.
- Roofing other than repairs required for new roof curb adaptors.

- * Replace two (2) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of two (2) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.

School

**Mechanical**

- * Replace eight (8) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of eight (8) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.
- Disconnection/reconnection of existing condensate drain lines.
- Disconnection / reconnection to the existing Alerton BAS.
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.
- Roofing other than repairs required for new roof curb adaptors.

- * Replace three (3) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of three (3) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.

Non-Solar Shade Structure

- * Provide and install one (1) new non-solar shade structure.

The Scope of Work includes:

- Installation of one steel, covered shade structure;
- Size – 2000 square feet subject to final design;
- Tube steel columns not in center;
- Weather tight;
- Concrete slab;
- Lights and Power Outlet;

The Scope of Work excludes:



- Water hose bib (by District).

School

Renewables

- * Provide and install a new solar PV system on new carport solar shade structures. Installation will include necessary parts and labor, engineering, and equipment to connect the new PV system to the existing electric meter(s). Please refer to Solar Scope Detail following this general scope description for additional detail on new panel/structure locations, system sizing and point(s) of interconnection.

School

Controls

- * Provide and install a new BACnet compatible BAS to control forty (40) HVAC units.

The Scope of Work includes:

- Disconnection and removal of the existing thermostats.
- Installation of new control wiring as necessary.
- Integration of occupancy sensors on classroom HVAC units.
- Integration of existing Carrier controls located in the Administration Building.
- Engineering, programming, commissioning, documentation, graphics, and start-up.
- Integration to the existing District BAS network server.

The Scope of Work excludes:

- Any required upgrades or improvements to the existing network.
- Controls for existing evaporative cooling units, heating only units, ductless split system units, and window AC units.

Mechanical

- * Replace twelve (12) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of twelve (12) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.
- Disconnection/reconnection of existing condensate drain lines.
- Connection to the new BAS.
- Start-up/testing of the new units.

The Scope of Work excludes:



- Undisclosed electrical and structural upgrades/modifications.
 - Roofing other than repairs required for new roof curb adaptors.
- * Replace three (3) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of three (3) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.

Shade Structure

- * Provide and install one (1) new non-solar shade structure.

The Scope of Work includes:

- Installation of one steel, covered shade structure;
- Size – 2000 square feet subject to final design;
- Tube steel columns not in center;
- Weather tight;
- Concrete slab;
- Lights and Power Outlet;

The Scope of Work excludes:

- Water hose bib (by District).

High School

Mechanical

- * Replace twenty-two (22) packaged HVAC units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory or equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of twenty-two (22) new packaged units.
- Necessary duct/curb modifications.
- Disconnection/reconnection of the existing electrical and gas service.
- Installation of new electrical disconnects.
- Installation of economizers and MERV 13 filters.



- Disconnection/reconnection of existing condensate drain lines.
- Disconnection / reconnection to the existing Alerton BAS.
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.
- Roofing other than repairs required for new roof curb adaptors.

- * Replace three (3) split system units with new high efficiency units of similar size and capacity. Please refer to the HVAC Replacement Inventory for equipment size and location.

The Scope of Work includes:

- Removal and proper disposal of existing units per EPA guidelines.
- Proper disposal or containment of refrigerant.
- Installation of three (3) new split system units with programmable thermostats.
- Disconnection/reconnection of the existing electrical service.
- Disconnection/reconnection of existing condensate drain lines (installation of new condensate pumps as required).
- Start-up/testing of the new units.

The Scope of Work excludes:

- Undisclosed electrical and structural upgrades/modifications.

Renewables

- * Provide and install a new solar PV system on new canopy structures. Installation will include necessary parts and labor, engineering, and equipment to connect the new PV system to the existing electric meter(s). Please refer to Solar Scope Detail following this general scope description for additional detail on new panel/structure locations, system sizing and point(s) of interconnection.



**EXHIBIT C
ADDITIONAL DETAIL REGARDING SCOPE OF WORK FOR SOLAR PV SYSTEMS**

SYSTEM LOCATION AND DESCRIPTION:

1. Site Location	Grass Valley School District				
2. Point of Interconnection					
3. System Size *					
4. Year 1 Expected Energy					
5. System	Solar Shade Structure 10' Clear Height	Solar Shade Structure 10' Clear Height	Solar Shade Structure 10' Clear Height	Solar Shade Structure 10' Clear Height	Solar Shade Structure 10' Clear Height

The information presented in the table above is subject to adjustment depending on final design, solar array locations, geotechnical studies and final survey. Upon Contract signing, _____ will work with the District and school site administrators to finalize the array locations and perform geotechnical analysis.

1. Permits and Regulatory Fees

An allowance for DSA, Utility, CGS, and fire review and permits is included for \$_____. This amount is for all sites. All other permits/approvals are excluded.

_____ includes durations of 12 weeks for procuring permit and regulatory approvals. _____ will not be responsible for construction delays caused by permit and approval requirements from local jurisdictions or regulatory review bodies. Any delays in procuring permits will entitle _____ a time extension change order to the contract as a day for day extension to our plan for obtaining required permits and/or approvals, as defined above or in the proposal schedule.

2. Utility Requirements

Proposal assumes all utility-owned electrical equipment serving the sites electrical distribution system has adequate capacity to handle the photovoltaic system output. No utility required electrical equipment upgrade or replacement is included in this proposal, including design and coordination thereof.

Any costs associated with unforeseen utility interconnection requirements, including but not limited to utility-owned equipment upgrades or additions, relay protection equipment external to the inverters, system impact studies, or telemetry requirements and interconnection studies are not included in this proposal.



3. Facility Equipment

The existing panels are assumed to have provisions to accept cable connections on the primary side of the main service breaker, or adequate space and capacity for a new breaker. Panel or bus bar reconfiguration and/or District distribution equipment re-listing certification is not included.

Agreement excludes Circuit Breaker Coordination Study for this project.

Agreement excludes Short-Circuit Coordination Study for this project. _____ will provide overcurrent settings that will be coordinated with District overcurrent settings.

Agreement assumes current switchboards / panelboards meet all code requirements.

Solar system includes all standard interconnection related equipment on the District side of the meter, including panel circuit breakers, utility and/or visible utility lockable disconnect switches, solar metering, conduit, and wiring. Additional District-side protection required by the utilities above that provided by the certified inverters is not included.

4. Shading

The proposal design is based on existing visual conditions on site. Removal of trees or other obstructions to install the solar arrays and system components is included in the proposal. Trees and/or other obstructions subsequently identified for removal or trimming by the District must be removed or trimmed or performance expectations/guarantees will require adjustment.

5. Landscaping

Irrigation reconfiguration to complete any foundation construction is not included.

6. Commissioning

The solar scope assumes commissioning requirements for the solar scope only.

7. Monitoring

Energy Management System Integration or similar control or SCADA system integrations to the new photovoltaic array(s) is excluded from this proposal. All other communication and low voltage infrastructure is excluded from this proposal.

8. Site Embedding Conditions Assumed

A normal embed depth of 10 feet is assumed. If additional width, embed depth or spread footing is needed due to soil conditions, additional costs will be the responsibility of the District.

9. Data Transmission

Where required, District shall cause to be installed a TCP/IP or telephone connection for data transmission and shall maintain such connection throughout the applicable Warranty Term.

10. Storage



District shall provide _____ with an area for storage space located near the Site for storage of materials, tools and equipment, and other purposes.

11. ADA

Scope excludes requirements for accessibility upgrades and accessibility design around the photovoltaic shade structure/parking canopy structures. Assumes that current parking lot layout has been reviewed and approved by Authority Having Jurisdiction (AHJ). If the architect of record recommends addition of new accessible parking stalls under the solar canopies, changed path of travel and/or new canopies over existing accessible stalls, design and construction costs will be addressed via Change Order.

Layouts of the Solar PV Systems and the Non-Solar Shade Structures are set forth below.

**EXHIBIT D
SCHEDULE OF MECHANICAL REPLACEMENTS**

INSERTION POINT FOR MECHANICAL REPLACEMENT SCHEDULE



EXHIBIT E

REQUIRED CONTRACT FORMS

1. Certification Regarding Workers Compensation
2. Payment Bond
3. Performance Bond
4. Certification Regarding Drug-Free Workplace
5. Certification Regarding Tobacco-Free Workplace
6. Certification Regarding Asbestos
7. Notice and Certification Regarding Lead-Free Materials
8. Certification Regarding Contractor Registration



CERTIFICATION REGARDING WORKERS COMPENSATION

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated ____, 2022

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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) the Contractor is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor shall comply with such provisions prior to commencing and throughout the entirety of performance of the work and services pursuant to the Agreement.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____



PAYMENT BOND

School District: Grass Valley School District of Nevada County, California
Project: Multiple Site Energy Conservation Services
Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022
Contractor: _____
Surety: _____

Bond #: _____

Penal Sum: _____

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

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

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

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

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



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

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Agreement or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Agreement or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in making a claim on this Payment Bond; or (4) any breach of any contract by the School District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

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

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE

SURETY'S REPRESENTATIVE FOR FILING CLAIMS

Company Name

Company Name

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Representative Name

Representative Name

Representative Telephone Number

Representative Telephone Number

(The remainder of this page intentionally left blank.)



Each person that signs this Payment Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Payment Bond.

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

PRINCIPAL

SURETY

Company Name

Company Name

Representative Signature

Representative Signature

Representative Name

Representative Name

Representative Title

Representative Title

Date Signed

Date Signed

Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.

Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.



PERFORMANCE BOND

School District: Grass Valley School District of Nevada County, California
Project: Multiple Site Energy Conservation Services
Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022
Contractor: _____
Surety: _____

Bond #: _____

Penal Sum: _____

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

WHEREAS, the Agreement requires that the Principal furnish a bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Agreement to fully and satisfactorily perform the "Installation Work" as defined in the Agreement ("Installation Work"), which bond must have a penal sum equal to one hundred percent of the total "Contract Amount" as defined in the Agreement; and

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

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

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

A condition precedent to the satisfactory completion of the Agreement is that, after the acceptance of the Project by the School District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Agreement (including, without limitation, the obligations to



make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the School District or any other party), and the obligation of Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations Surety may have pursuant to any labor and materials payment bond applicable to the Installation Work.

Whenever the School District declares the Principal to be in default of its obligations pursuant to the Agreement, the School District having performed its obligations thereunder, the Surety, promptly within the time required by the Agreement, shall remedy the default or, at the School District's discretion, shall:

- (i) Complete the Installation Work in strict accordance with the terms and conditions of the Agreement, including, without limitation, provisions for the time(s) within which the Surety must act; or
- (ii) Obtain, or permit the School District to obtain, one or more bids or proposals for any and all work, services, and other things required to complete the Installation Work in strict accordance with the terms and conditions of the Agreement, and upon determination of each lowest responsive and responsible bidder or proposer, arrange for such bidder or proposer and the School District to enter into a contract, which may be in accordance with Education Code Section 17406, and make available as the Installation Work progresses sufficient funds, up to and including a total amount equal to the Penal Sum set forth above, to pay the cost of completing the Installation Work.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the School District, the Surety shall neither use the Principal nor accept a bid or proposal from the Principal for purposes of completing the Installation Work; and (ii) the School District shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations. In the event the School District provides notice to the Surety that the Principal is in default of its obligations pursuant to the Agreement and, therefore, the Surety is required, as provided herein, to complete the Installation Work or to arrange for the School District to contract for completion of the Installation Work, and, through no fault of the School District, the Surety has exceeded the time permitted pursuant to the Agreement for doing so, the School District may arrange to use replacement contractor(s) selected and contracted for by the School District to complete the Installation Work and, in such event, the Surety's payment and other obligations pursuant to this Performance Bond shall not be thereby diminished or otherwise limited.

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

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this



Performance Bond by any change, amendment or other modification of the Agreement or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

(The remainder of this page intentionally left blank.)



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

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE

Company Name

Street Address

City, State, Zip Code

Representative Name

Representative Telephone Number

SURETY'S REPRESENTATIVE FOR FILING CLAIMS

Company Name

Street Address

City, State, Zip Code

Representative Name

Representative Telephone Number

(The remainder of this page intentionally left blank.)



Each person that signs this Performance Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Performance Bond.

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

PRINCIPAL

SURETY

Company Name

Company Name

Representative Signature

Representative Signature

Representative Name

Representative Name

Representative Title

Representative Title

Date Signed

Date Signed

Principal: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.

Surety: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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 Contractor, in accordance with Government Code Section 8350 *et seq.*, the Drug-Free Workplace Act of 1990, shall provide a drug-free workplace by doing all of the following:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by clause (ii)(a), above, and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.

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

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____



CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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 Contractor shall ensure a tobacco-free workplace by doing both of the following:
 - (a) Providing the following statement, in writing, to each person providing any labor or services on or at any of the Project Sites, including, without limitation, any delivery personnel:

All properties and facilities operated by the Grass Valley School District, including, without limitation, the Project Sites, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any subcontractor or supplier) found in violation of these requirements to permanently leave all Project Sites, and the Contractor shall not thereafter permit such person to be present in, on, or at any of the Project Sites.

- (b) Enforcing the requirements specified in the foregoing statement.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____



CERTIFICATION REGARDING ASBESTOS

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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 Contractor is aware and acknowledges that, for purposes of this certification: (a) asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and (b) an asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent asbestos;
- (iii) The Contractor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project;
- (iv) The Contractor has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks, and liabilities involved in the use of asbestos and asbestos-containing materials; and
- (v) The Contractor acknowledges and agrees that:
 - (a) Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Installation Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy;
 - (b) the costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos at a level greater than as specified herein; and
 - (c) The District shall reject any and all materials and other things incorporated into the Installation Work that are determined to contain asbestos or asbestos-containing materials, and the Contractor, at no cost to the District, must as necessary remove, replace and/or repair any and all affected portions of the Installation Work.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____



NOTICE AND CERTIFICATION REGARDING LEAD-FREE MATERIALS

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022

Contractor: _____

NOTICE:

If the Installation Work involves or relates to other than entirely new construction, the Installation Work may disturb lead-containing or lead-based paint and other building materials that may be incorporated into existing buildings or other improvements located on or at the Project Sites. Until sampling and testing confirms otherwise, or unless previously remediated, it shall be presumed that all school buildings and improvements built in 1992 or earlier contain lead-based or lead-containing paint. The Contractor must complete, sign, and submit a copy of this Notice and Certification Regarding Lead-Free Materials to the District prior to commencing the Installation Work.

The Contractor shall be responsible for ensuring that its employees and subcontractors fully and adequately comply with, and that the Installation Work is performed in conformance with, all applicable laws, ordinances, rules and regulations governing lead-based or lead-containing paint and/or other materials, including, but not limited to: (i) Education Code Section 32240 *et seq.*; (ii) Title 8, California Code of Regulations, Section 1532.1; and (iii) Title 17, California Code of Regulations, Section 35001, *et seq.*

If the Installation Work involves renovation, modernization or other disturbance of any existing school buildings or improvements, the Contractor shall, based on field examinations, promptly provide notice to the District in each case that the Contractor reasonably suspects that lead-based paint and/or other lead-containing materials may be present and/or disturbed by the performance of the Installation Work. The District will be responsible in each such case for testing and inspection as required by law and/or necessary to confirm whether lead-based paint and/or other lead-containing materials are present.

Any and all Installation Work that will result in the disturbance of lead-containing building materials must be coordinated through the District. Consistent with applicable law, when a lead-based hazard is identified, only personnel certified by the California Department of Health Services to perform lead-related services may perform those services. Without limiting anything else in the Agreement, if, in accordance with Section 5.16 of the General Provisions, the Contractor will be performing or contracting for the performance of lead-related services: (i) the District may at any time request that Contractor provide the training and certification records of each employee of the Contractor or subcontractor who provides lead-related services; and (ii) the Contractor shall be solely responsible for proper disposal, in conformance with all applicable laws, of any and all lead-containing, lead-based or hazardous waste products including, but not limited to, paint chips, residue, and any other material that may be exposed or disturbed during the course of the Installation Work.

California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-based or lead-containing paint, plumbing,



solders, and other materials that may constitute a potential source of lead contamination or exposure.

In the event the Contractor or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-based or lead-containing paints and other materials, or fail to comply with any other requirements set forth in this Notice and Certification Regarding Lead-Free Materials, the Contractor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the District, pursuant to the indemnification provisions of the Agreement for the Installation Work, with respect to any and all claims, demands, actions, damages, costs, expenses, and other liabilities arising therefrom.

CERTIFICATION BY CONTRACTOR:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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 Contractor has received notice that, in circumstances described in this Notice and Certification Regarding Lead-Free Materials, lead-based paint and/or other lead-containing materials may be incorporated into the improvements presently existing on or at the Project Sites;
- (iii) The Contractor has received notice that it must comply with all applicable laws, rules and regulations governing lead-based and/or lead-containing paint and other materials; and
- (iv) In connection with the performance of the Installation Work, the Contractor shall as applicable comply with all laws, rules and regulations relating to lead-based or lead-containing paint and other materials, as well as the other requirements relating to lead as are set forth in this Notice and Certification Regarding Lead-Free Materials and other provisions of this Agreement.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____



CERTIFICATION REGARDING CONTRACTOR REGISTRATION

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) I am a duly authorized representative of the Contractor and, in that capacity, I have executed this certification on behalf of the Contractor.
- (ii) The Contractor is aware and acknowledges that, except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the California Department of Industrial Relations (“DIR”) and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iii) The Contractor is aware and acknowledges that no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.
- (iv) The Contractor is aware and acknowledges that, notwithstanding anything to the contrary, if at any time during the performance of the Installation 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 without timely renewal or the DIR revokes the registration), the District may cancel the Agreement and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Contractor and/or its surety shall be responsible for any and all associated costs incurred by the District.
- (v) The Contractor and each subcontractor who will perform any of the Installation Work are duly registered with the DIR pursuant to Labor Code Section 1725.5.
- (vi) Evidence (in the form described in the note below) that the Contractor and each subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Note: This certification must be accompanied by printouts of the applicable screens on the DIR website evidencing that the Contractor and all subcontractors are currently registered pursuant to Labor Code Section 1725.5.



EXHIBIT F

REQUIRED PROJECT FORMS

1. Certification of Readiness for Inspection
2. Certification Regarding Contractor Warranty
3. Progress Payment Application
4. Conditional Waiver and Release (Progress Payment)
5. Unconditional Waiver and Release (Progress Payment)
6. Conditional Waiver and Release (Final Payment)
7. Unconditional Waiver and Release (Final Payment)



CERTIFICATION OF READINESS FOR INSPECTION

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated _____, 2022

Contractor: _____

Installation Work (specify "All" or, if authorized by District, describe portion): _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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) All inspection and testing of the Installation Work (or portion thereof) has been completed as required by the Contract Documents and applicable law, including, without limitation, in the presence of, as applicable, the District, the Architect, the Inspector of Record, and other consultants, inspectors and government agency representatives;
- (iii) The Contractor has determined that the Installation Work (or portion thereof) has been satisfactorily performed in accordance with the Contract Documents (including, without limitation, that all equipment and systems installed in connection with the Installation Work (or portion thereof) are fully operational), and the Installation Work is now ready for inspection for purposes of determining whether the Installation Work has been substantially completed;
- (iv) The Contractor acknowledges that the Contractor shall be solely responsible and liable for any and all costs incurred by the District if:
 - (1) The Contractor requests an inspection of the Installation Work (or portion thereof) without having a good-faith belief, based on its own knowledge, that the Installation Work has been fully and properly completed and is ready for inspection;
 - (2) The Contractor requests an inspection of the Installation Work (or portion thereof) and it is or it becomes apparent that the Contractor knew or reasonably should have known that the Installation Work was not fully and properly completed and ready for inspection;
 - (3) Installation Work (or portion thereof) noted as incomplete and/or unsatisfactory during a prior inspection is not reasonably complete and satisfactory upon re-inspection; or
 - (4) In the reasonable opinion of the District, Architect or Inspector of Record, the Contractor is using the inspection as a means to define the scope of any uncompleted portions of the Installation Work or accelerate the work of any subcontractor.

Representative Name: _____

Representative Title: _____



Representative Signature: _____

Date Signed: _____



CERTIFICATION REGARDING CONTRACTOR WARRANTY

District: Grass Valley School District

Project: Multiple Site Energy Conservation Services

Agreement: Agreement for Energy Conservation Services Phase III dated ____, 2022

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (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 Contractor hereby acknowledges its obligations pursuant to the Contractor Warranty as set forth in Section 5.22 of the General Provisions of the Agreement identified above, including, without limitation, the obligation, at its cost, to repair, replace or otherwise correct any Defective Work (defined in Subsection 5.22.1 of the General Provision) that is discovered prior to the expiration of any applicable Warranty Period.
- (iii) The Contractor hereby acknowledges that the Warranty Period applicable to the Installation Work (or applicable to a particular portion of the Installation Work, if the District has accepted final completion of that portion of the Installation Work, but not the entirety of the Installation Work, in accordance with Subsection 3.4 of the Agreement) shall be determined in accordance with Section 5.22 of the General Provisions. As provided in Subsection 5.22.5 of the General Provisions, each Manufacturer Warranty shall commence in accordance with its terms.
- (iv) The Contractor hereby acknowledges that provisions of the Contract Documents, if any, that specifically require a longer Warranty Period shall govern over the general Warranty Period described in clause (iii) of this Certification, and in no event shall any applicable Warranty Period serve as a limitation with respect to latent defects in the Installation Work, which remain subject to applicable statutes of limitation.
- (v) The Contractor hereby acknowledges that (1) in no event shall the Contractor Warranty be deemed or construed to limit, in any manner, any Manufacturer Warranty, and (2) at all times while the Contractor Warranty is in effect during an applicable Warranty Period, the Contractor must assist the District in processing any Manufacturer Warranty claims with respect to systems, equipment, materials and/or other things incorporated into the Project as part of the Installation Work.
- (vi) The Contractor hereby acknowledges that it shall, at no cost to the District (1) perform Warranty Work (defined in Subsection 5.22.6 of the General Provisions) within ten business days after receipt of written notice from the District or, if the Warranty Work reasonably cannot be completed within ten business days of notice from the District, within a reasonable time as provided in Subsection 5.22.6 of the General Provisions, (2) coordinate all Warranty Work with the District in order to avoid interfering with District operations and/or endangering anyone, and (3) provide written notice to the District upon completing any particular Warranty Work.



- (vii) The Contractor hereby acknowledges that the District, at the Contractor's cost, may cause any required Warranty Work to be performed if (1) the Contractor fails to undertake and/or complete the Warranty Work within the required time period, or (2) the District reasonably determines that an emergency situation exists.

- (viii) The Contractor hereby acknowledges that (1) this Certification Regarding Contractor Warranty form includes a summary, and not a complete restatement, of the provisions of Section 5.22 of the General Provisions, and (2) in the event of a conflict between any provisions of Section 5.22 and any provisions of this form, the provisions of Section 5.22 shall govern.

- (ix) The Contractor hereby acknowledges that, as a condition precedent to the District's obligation to make the Final Payment to the Contractor, the Contractor must execute and submit to the District this Certification Regarding Contractor Warranty.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____



PROGRESS PAYMENT APPLICATION

To District: Grass Valley School District 10840 Gilmore Way Grass Valley, CA 95945	Project: Multiple Site Energy Conservation Services	APPLICATION NO: _____ Application Date: _____ Period To: _____
Architect: N/A	Construction Manager: N/A	Contractor: _____

CONTRACTOR'S APPLICATION FOR PROGRESS PAYMENT: The Contractor hereby requests payment in connection with the Project, as shown below and on attached Continuations Sheet(s).

1. Original Contract Amount..... \$ _____
2. Net approved and executed Change Orders (from Continuation Sheet(s))
\$ _____
3. Contract Amount as adjusted to date (line 1 + line 2) \$ _____
4. Total Installation Work completed to date (including this Application)
\$ _____
5. Retention from total Installation Work completed to date (per Contract)
\$ _____
6. Total Installation Work completed less total Retention (line 4 – line 5)
\$ _____
7. Total prior Progress Payment Applications paid..... \$ _____
8. Payment due for this Progress Payment Application (line 6 – line 7)
\$ _____
9. Balance to finish, including Retention (line 3 – line 4) \$ _____

CONTRACTOR CERTIFICATION: The undersigned, subject to penalty for perjury, hereby certifies that: (i) the undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this Progress Payment Application on behalf of the Contractor; (ii) the portion of the Installation Work covered by this Progress Payment Application has been completed in strict accordance with the Contract Documents; (iii) the amount specified on line 8, above, is now due and payable; and (iv) the Contractor has paid all subcontractors and others due any payment attributable to Installation Work covered by prior Progress Payment Applications.

Name: _____
 Title: _____
 Signature: _____
 Date Signed: _____

ARCHITECT CERTIFICATION: The undersigned, subject to penalty for perjury, hereby certifies that: (i) the undersigned is a duly-authorized representative of the Architect and, in that capacity, has executed this Progress Payment Application on behalf of the Architect; (ii) the Architect has determined based on site-observations and the data substantiating this Progress Payment Application that the Installation Work has progressed as indicated herein, the quality of the Installation Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount specified on line 8, above.

Name: _____
 Title: _____
 Signature: _____
 Date Signed: _____



Inspector of Record Acknowledgement of Review:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

District Acknowledgement of Review:

Name: _____

Title: _____

Signature: _____

Date Signed: _____



CONDITIONAL WAIVER AND RELEASE (PROGRESS PAYMENT)

(Civil Code Section 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

EXCEPTIONS

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant’s Signature: _____

Claimant’s Title: _____

Date of Signature: _____



UNCONDITIONAL WAIVER AND RELEASE (PROGRESS PAYMENT)

(Civil Code Section 8134)

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner:

Through Date: _____

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

EXCEPTIONS

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____



CONDITIONAL WAIVER AND RELEASE (FINAL PAYMENT)

(Civil Code Section 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

EXCEPTIONS

This document does not affect any of the following:
Disputed claims for extras in the amount of \$

SIGNATURE

Claimant’s Signature: _____

Claimant’s Title: _____

Date of Signature: _____



UNCONDITIONAL WAIVER AND RELEASE (FINAL PAYMENT)

(Civil Code Section 8138)

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This claimant has been paid in full.

EXCEPTIONS

This document does not affect any of the following:

Disputed claims for extras in the amount of \$ _____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**EXHIBIT G****GENERAL PROVISIONS****PART 1: ADMINISTRATIVE**

Section 1.1 Definitions. Each capitalized term that is defined in any of the Contract Documents shall have such meaning for purposes of all of the Contract Documents, despite not being defined in any other of the Contract Documents. In other words, a capitalized term used, but not defined, in any particular one of the Contract Documents shall have the meaning ascribed to such term in another of the Contract Documents.

Section 1.2 Substantial Completion. For purposes of the Contract Documents, “substantially complete” and “substantial completion” shall mean that the Installation Work has been completed in such fashion and to such degree that: (i) only minor cleaning, adjustment or similar corrective items that will not significantly or unreasonably interfere with the District’s operations at any of the Project Sites, commonly referred to as “punch list” items, remain to be completed in order for the Installation Work to be deemed fully and satisfactorily completed; (ii) not as a limitation on the foregoing, all systems must, as applicable, be fully operational, tested, and start-up completed; and (iii) any and all approvals for which the Contractor is responsible in connection with the performance of the substantially complete Installation Work have been received from each governmental authority having jurisdiction over the Installation Work, other than DSA close-out approval and final acceptance by the District. The Contractor shall be responsible for determining that substantial completion has occurred prior to requesting inspection upon substantial completion. To request inspection upon substantial completion, the Contractor must execute and submit to the District the “Certification of Readiness for Inspection” included in the Required Project Forms. Within ten business days following receipt of the executed Certification of Readiness for Inspection, the District shall have observed and/or inspected the Installation Work and provided written notice to the Contractor as to whether substantial completion has been achieved. If such notice provides that substantial completion has not been achieved, it shall also specify in reasonable detail the basis(es) for that determination by the District. For purposes of the Contract Documents, “Substantial Completion Date” shall mean the date that the District determines after inspection as provided herein that substantial completion has occurred.

Section 1.3 District’s Inspector. To the extent required pursuant to DSA and/or other applicable governmental requirements, the District shall contract with a DSA-approved inspector, one or more specialty inspectors, and/or one or more materials testing companies to inspect and test applicable portions of the Installation Work. The District may contract with inspectors and materials testing companies for any inspections, testing, observations and/or reviews of portions of the Installation Work that are not required pursuant to DSA and/or other applicable governmental requirements (“Discretionary Inspections”). In either case, each inspector and materials testing company (each an “Inspector”) shall be and act as a representative of the District. The inspection, testing, or other activities by any Inspector shall not, in any way, relieve the Contractor from responsibility for full compliance with all of the terms and conditions of the Contract, nor be construed to lessen to any degree the Contractor’s responsibility for providing efficient and capable supervision as required herein. The Inspectors are not authorized to make changes in the Plans or Specifications, and no observation, review, or approval of work and/or methods by any Inspector shall be deemed or construed to relieve the Contractor of responsibility for the correction of any subsequently discovered defects. The costs of inspections and testing, including, among the others, Discretionary Inspections, shall be paid and, if applicable, reimbursed or offset as provided in Section 5.6 of these General Provisions.



Section 1.4 Contractor-Caused Need for Extra Services. The Contractor and/or its surety, if applicable, shall reimburse the District in the event the District incurs any costs or expenses for services of an Architect, Inspector, contractor and/or other consultant in connection with: (i) enforcement of any guarantee or warranty for any portion of the Installation Work for which the Contractor is responsible pursuant to this Agreement; (ii) litigation arising out of any Event of Default by the Contractor or any negligence or willful misconduct by the Contractor or any of its officers, employees, subcontractors or agents in connection with the Contract and/or the Installation Work; (iii) correction of defects or poor quality workmanship in the Installation Work for which the Contractor is responsible pursuant to this Agreement and that the Contractor failed to correct in accordance with the Contract; and/or (iv) completion of the Installation Work by the surety or, if applicable, the District, as provided by this Agreement and/or the Contract. The District may deduct any such costs and expenses from amounts payable to the Contractor or, otherwise, the Contractor or its surety, if applicable, shall reimburse any such amounts to the District with reasonable promptness, but in no event later than thirty days after written request from the District accompanied by documentation reasonably evidencing the amount(s) of such costs and expenses.

Section 1.5 Project Records. The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Installation Work ("Project Records"), including, but not limited to, the Contract, the Plans and Specifications, Change Orders, submittals, cut-sheets, requests for information, daily reports, correspondence, permits, Insurance Policies, Certificates of Insurance, testing and inspection reports, the costs of administering the Contract, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Installation Work and (ii) required by law or the Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. In accordance with Government Code Section 8546.7, the State of California has the right to examine, review, audit and/or copy the Project Records during the three-year period following the date of Final Payment to the Contractor. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following the date of Final Payment to the Contractor. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Installation Work and for three years from the date of Final Payment. However, if any audit is commenced within such three-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.

PART 2: CONTRACTOR STATUS

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

Section 2.2 Standard of Performance. The Contractor represents and warrants that it has the professional skill, knowledge, and experience necessary to perform and complete the



Installation Work within the Contract Time. The Contractor shall apply such skill, knowledge and experience in the completion of the Project, at a minimum level at least equal to that expected generally of professionals that construct and/or improve public schools within the State of California. The Contractor shall perform and complete the Installation Work in accordance with standards not less than established by applicable laws, rules and regulations, industry and trade association standards, manufacturers' recommendations, and, if any, community or area standards. The Contractor represents and warrants that all of its employees and subcontractors shall have sufficient skill, knowledge, and experience to perform the Installation Work that will be assigned to them.

Section 2.3 Licenses. The Contractor represents and warrants that it currently has, and that it shall maintain until completion and acceptance of the Project, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit the Contractor to perform the Installation Work required pursuant to the Contract.

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

Section 2.5 Conflict of Interest. The Contractor represents and warrants that, for the term of the Contract, it shall not accept, encourage or solicit from any member of the District Board or from any other officer or employee of the District, any funds or act(s) that may result in any such person having a direct or indirect financial interest in the Contract, any present or anticipated material benefit arising from the Contract, or other conflict of interests in violation of applicable law.

PART 3: EMPLOYEES AND SUBCONTRACTORS

Section 3.1 Job Superintendent and Lead Foremen. The Contractor shall: (i) have reasonably available at all times during the performance of the Installation Work an experienced and competent project superintendent (or construction manager), who shall provide reasonable oversight for all of the Installation Work and the Contractor's employees and subcontractors on the Project; and (ii) have present on each Project Site at all times during the performance of the Installation Work on the Project Site either a job superintendent or a "lead foreman," who shall be responsible for continuous on-site management of the Installation Work and the Contractor's employees and subcontractors at the Project Site. The Contractor must not change any project superintendent (or construction manager), job superintendent, or lead foreman absent the written consent of the District, unless the Contractor determines that any such person's performance is unsatisfactory or in the event any such person is no longer employed by the Contractor. If, for any reason, the District determines that the performance of any such person is not satisfactory, the Contractor must promptly replace that person with someone who is reasonably acceptable to the District. The Contractor shall not thereafter suffer or permit any such unsatisfactory person to perform any of the Installation Work or to be present on or at any of the Project Sites. Each project superintendent (or construction manager), job superintendent, and/or lead foreman shall represent the Contractor and any and all instructions given to any of them shall be as binding on the Contractor as if given to an owner or other primary representative of the Contractor. Upon



request of the District, the Contractor shall confirm in writing to the District any oral instructions given to the Contractor through its project superintendent (or construction manager) or any job superintendent or lead foreman.

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

Section 3.3 Prohibition Against Unlawful Discrimination. The Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate in violation of any applicable federal, State of California or other law, rule, regulation or governmental requirement, including, but not limited to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age. The Contractor must apply such policy of non-discrimination in connection with all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination of Contractor's employees or any subcontractors.

Section 3.4 Responsibility for Subcontractors. The Contractor shall be responsible for any and all acts, errors, and omissions of its subcontractors performing any work or services in connection with the Project. The Contractor shall also be responsible for ensuring that all portions of the Installation Work performed by its subcontractors conform with all requirements of the Contract Documents and applicable law. The Contractor shall immediately remove from the Project and all Project Sites any subcontractor that the District determines is uncooperative, incompetent, or a threat to the safety of any persons or property, or that fails or refuses to perform the Installation Work in a manner acceptable to the District. The Contractor shall not thereafter suffer or permit any such subcontractor or any of its employees to perform any of the Installation Work or to be present on or at any of the Project Sites.

Section 3.5 Subcontractor Insurance. The Contractor shall ensure and verify that its subcontractors obtain and maintain all necessary liability and other insurance as required pursuant to the Contract Documents and/or by applicable law.

Section 3.6 Student and Personnel Safety.

Subsection 3.6.1 Employee Background Checks. The Contractor shall: (i) ensure that each person who will be performing any portion of the Installation Work at, on or in



the vicinity of any Project Site has complied with the California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks made applicable pursuant to Education Code Section 45125.1, regardless of whether Section 45125.1 otherwise would apply to the Installation Work; (ii) certify in writing to the District, using the “Certification Regarding Employee Background Checks” form to be provided by the District, that no such person has been convicted of any serious or violent felonies (as described in Education Code Section 45122.1); and (iii) prohibit and prevent each and every person who will perform any portion of the Installation Work at, on, or in the vicinity of any Project Site from being present at, on or in the vicinity of any of the Project Sites unless and until the Contractor provides the required certification including such person to the District.

Subsection 3.6.2 Monitoring Requirements. In addition to ensuring compliance with other applicable District requirements (e.g., checking in with the administration at each District Facility prior to entering in or upon the Project Site), the Contractor shall ensure that each person not subject to the requirements of Subsection 3.6.1 herein (e.g., delivery and similar personnel), but who will be present on, at, or in the vicinity of any Project Site on account of the Installation Work is, at all times while present, monitored by the job superintendent or the lead foreman assigned to that Project Site by the Contractor. For purposes of this Subsection, “monitored” shall mean that the job superintendent or lead foreman: (i) visually observes the person at all times while the person is present; (ii) ensures that the person’s activities are limited solely to those necessary for purposes of the Installation Work; and (iii) ensures that the person leaves the District Facility immediately upon completing such activities. The failure by the Contractor to ensure compliance at all times with the requirements of this Subsection shall be deemed and construed to constitute a material breach by the Contractor of its obligations pursuant to this Agreement.

Subsection 3.6.3 Fencing of Solar PV Systems. Without limiting any of its other obligations with respect to maintaining safe workplaces and protecting individuals from harm, and because students and others will from time to time be present during the summer 2022 period when the Contractor is to install the Solar PV Systems, the Contractor shall ensure that temporary construction fencing is installed at and around the site of each Solar PV System in order to protect such individuals from harms associated with the installation of the Solar PV System.

PART 4: SCHEDULING AND DELAYS

Section 4.1 Construction Schedule. The Contractor must perform all Installation Work within the applicable time periods specified in or determined in accordance with the approved Master Schedule. In the event the Installation Work falls behind schedule, the Contractor, within twenty-four hours of request by the District, must prepare and provide to the District a recovery schedule indicating the actions to be taken in order to perform and complete the Installation Work within the then-applicable Contract Time. In such event, the Contractor must perform the Installation Work in accordance with the recovery schedule, in order to ensure completion of the Installation Work within the Contract Time. Any float in the Master Schedule or recovery schedule shall be for the benefit of the Project, as determined by the District, not for the benefit of the Contractor or any of its subcontractors.

Section 4.2 Manpower Requirements. At any time during the period for completion of the Installation Work, the District may determine based on reasonable evidence that the Contractor or any of its subcontractors is not employing sufficient manpower on the Installation Work to reasonably complete the Installation Work within the Contract Time. At any and all times



necessary to prevent the Installation Work from falling behind schedule, the Contractor shall provide such additional manpower, or shall ensure that the subcontractor provides such additional manpower, as is necessary to ensure completion of the Installation Work in a timely manner.

Section 4.3 Liquidated Damages. Time is of the essence with respect to the Contract and completion of the Installation Work. The Parties acknowledge and agree that the District will suffer damages if Contractor does not complete the Installation Work within the Contract Time. Because it is impractical and infeasible to determine the actual amount of damages the District will incur, in accordance with Government Code Section 53069.85, the Contractor shall pay to the District liquidated damages at the rate specified in Section 10 of the main body of this Agreement for each and every calendar day, or portion thereof if not a full day, that the Installation Work remains uncompleted and not accepted by the District after expiration of the Contract Time as it may be modified in accordance with the Contract (“Liquidated Damages”). Liquidated Damages shall constitute compensation to the District for Contractor’s delay or delay caused by its subcontractors, suppliers, *et cetera*, in completion of the Installation Work and shall not be construed as a penalty or forfeiture of any other right or remedy under the Contract or law. In the event Contractor fails to pay any such Liquidated Damages, the District may deduct the amount of the Liquidated Damages from any monies due (or that may become due) to Contractor pursuant to the Contract. Nothing in this Section shall be deemed or construed to preclude the District from recovering other or additional damages, as provided by the Contract or applicable law, attributable to any breach or default by the Contractor of its obligations pursuant to the Contract; provided that Liquidated Damages shall be the District’s sole remedy for delay as provided in this Section.

Section 4.4 Non-Compensable Delays. Neither the District nor any person or entity acting on its behalf shall be required to pay any additional compensation to the Contractor or shall otherwise be liable for any costs attributable to a delay (each a “Non-Compensable Delay”) if: (i) the cause of the delay was beyond the control of and without the fault of the District; (ii) the delay was reasonable under the circumstances involved; or (iii) the delay was within the contemplation of the District and the Contractor. For purposes of the Contract, and without limiting any other provisions of the Contract, delays within the contemplation of the District and the Contractor shall be deemed and construed to include, without limitation, delays attributable to: (i) normal seasonal weather conditions; (ii) coordination of the Installation Work to avoid unreasonable interference with educational or other activities on or at any of the Project Sites; (iii) completion of portions of the Installation Work that must be completed in order to permit commencement and/or completion of other portions of the Installation Work (i.e., sequencing of work); (iv) discovery of Hazardous Material (including, without limitation, asbestos) if the Installation Work or the Project involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements; (v) the location, time of year, and other conditions in which the Installation Work is to be performed; and (vi) other matters typically attendant to construction projects of the same general type and scope as the Project. The Contractor’s sole and exclusive remedy in the event of a Non-Compensable Delay shall be to seek an extension of time for performance of the Installation Work, as provided in Section 4.7 of these General Provisions.

Section 4.5 Compensable Delays. The Contractor shall be entitled to compensation from the District on account of a delay in the performance of the Installation Work (each a “Compensable Delay”) only if: (i) the District caused or otherwise was responsible for the delay; (ii) the delay was unreasonable under the circumstances involved; and (iii) the delay was not within the contemplation of the District and Contractor. A delay shall not be considered to be a Compensable Delay to the extent the delay was caused, contributed to, or continued by the Contractor, any of its subcontractors, or any other party or entity under the control or direction of,



or otherwise performing any work or services on behalf of, the Contractor. A delay shall be considered a Compensable Delay only to the extent the delay adversely affects a portion of the Installation Work that is a critical-path item, and the District shall not be required to pay any compensation whatsoever to the Contractor (including, without limitation, any extended overhead, general conditions costs, impact costs, and/or out-of-sequence costs) in the absence of any such adverse effect on the critical-path of the Installation Work. Subject to the Contractor providing sufficient proof to the District, and subject to compliance with Section 4.8 of these General Provisions, the Parties shall set forth any additional compensation to the Contractor for a Compensable Delay in an authorized Change Order.

Section 4.6 Delay Damages. The Contractor shall not claim or be entitled to receive any compensation or damages because any portion of the Project at any time has not progressed or is not sufficiently complete for Contractor to timely proceed or continue with any portion of the Installation Work, except if, consistent with Public Contract Code Section 7102, the District caused or otherwise is responsible for such delay, and the delay is unreasonable considering the circumstances and not within the contemplation of the Parties. Notwithstanding the foregoing, the Contractor shall not claim or be entitled to compensation for an otherwise compensable delay in the event of a concurrent delay resulting from acts or omissions of the Contractor or any of its subcontractors or suppliers. In the event of a perceived delay, a condition precedent for any claim by Contractor shall be compliance with the notice requirements set forth in Section 4.8 of these General Conditions. If the Contractor fails to give timely notice of a delay in accordance with Section 4.8 of these General Conditions, the Contractor shall have no right or entitlement to any compensation or extension of time in connection with such delay.

Section 4.7 Extensions of Time. In the event of a delay in the Contractor's progress on the Installation Work, and subject to compliance by the Contractor with Section 4.8 of these General Provisions, the District shall extend the time for completion of the Installation Work, by such number of days determined by the District in its reasonable discretion, if: (i) the District caused or is otherwise responsible for the delay, and the delay is unreasonable considering the circumstances and not within the contemplation of the Parties; (ii) the delay results from changes in the Installation Work required by the District for reasons other than those caused by, or the fault of, the Contractor; (iii) the delay results from a strike or lockout not instigated by the Contractor or any of its subcontractors; (iv) the delay is caused by an unusual and severe interruption in interstate or intrastate, but not local or regional, transportation; (v) the delay is a direct consequence of an earthquake, flood or other unavoidable casualty caused by natural forces; (vi) the delay is a direct consequence of a rule, order, or other requirement of any governmental or regulatory entity that is imposed after the Effective Date, if the Contractor reasonably could not have anticipated or known about such requirement in time to preclude the delay in performance; (vii) the delay is a direct consequence of the discovery of any one or more adverse subsurface or otherwise concealed conditions at a Project Site and the Contractor, exercising the due diligence of an experienced and qualified general contractor engaged in similar work and activities on public school sites, reasonably could not have discovered such conditions during inspections of the Project Site prior to the Effective Date, prior to commencing construction activities after the Effective Date, or prior to commencing the affected portion of the Installation Work; or (viii) the delay results from any other cause that the Contractor reasonably could not have foreseen, if not the fault of Contractor or a result of Contractor's acts or omissions. In each case, an extension of time pursuant to this Section shall be for such number of days as is not less than the corresponding actual delay.

Section 4.8 Mandatory Notice of Delay. As a condition precedent to the District's obligation, if any, to compensate the Contractor in connection with any delay (regardless of



whether initially determined to be a Compensable Delay) or to grant any extension of time in connection with any delay, the Contractor must provide written notice of the delay to the District within five calendar days (excluding days that are federal and state holidays) of when the delay commenced. The District shall not provide any additional compensation or an extension of time to the extent any delay commenced and occurred more than five days prior to when the notice of delay is submitted in writing to the District. In the case of a continuing cause of delay, only one notice shall be necessary, but the Contractor must apprise the District on a regular basis (not less than once per week) as to the status of the delay and, also, at such time as the cause of the delay has been resolved and the affected portion of the Installation Work has resumed. The purpose of the notice requirements of this Section is to ensure that the District has an opportunity at the earliest possible time to mitigate and resolve delays in the Project.

PART 5: WORK AND SITE CONDITIONS

Section 5.1 Work Permits and Licenses. The Contractor shall obtain, at its own expense, all permits and licenses of a temporary nature necessary for the performance of the Installation Work, including, but not limited to, any required business licenses, construction permit(s), Cal-OSHA safety-related permits, and/or storm water permit(s) if applicable. The Contractor shall procure and pay for all licenses required in its trade classification by any city, county or the State of California, except for those specified in Section 5.2 of these General Provisions.

Section 5.2 Building Permits. The Contractor, at its sole cost and expense, shall be responsible for obtaining any and all building permits and other approvals (whether to be issued by the DSA or any local building officials) necessary for performance of the Installation Work. However, notwithstanding the foregoing, the District shall procure and pay for any and all building permits that: (i) are to be obtained from the DSA or from any air quality management district with competent jurisdiction; and (ii) are necessary as a result of existing deficient condition(s) at any of the District Facilities.

Section 5.3 Workmanship and Materials. The Contractor shall employ nothing less than good quality workmanship in performing the Installation Work. All materials, equipment and other items incorporated into the Installation Work shall be of good quality and, unless specified otherwise, shall be new. The Contractor shall, upon request, provide satisfactory evidence as to the type and quality of materials, equipment and/or other items incorporated into the Installation Work.

Section 5.4 Substitutions for Specified Items. Except as provided in this Section, the Contractor shall use and/or incorporate into the Installation Work only the equipment, materials and other items as are specified in the Contract Documents. The Contractor shall not substitute anything in place of a specified item unless and until the Contractor requests and receives permission in writing from the District or Architect. The District generally will not authorize any substitution unless the Contractor provides documentation reasonably evidencing that the specified item has become commercially unavailable, i.e., is no longer manufactured or is available only for a manifestly unreasonable price. In connection with any such request, the Contractor must provide complete details regarding whether the substitute item is equal to or better than the specified item in all relevant respects, with specific explanations of any characteristics of the substitute item that differ from the characteristics of the specified item, including without limitation, in regard to compliance with applicable building and other codes, item longevity, and on-going maintenance and life-cycle costs. The Contractor must request any and all substitutions such time in advance as will avoid any delays in the performance of the



Installation Work. The District and/or Architect for the Project shall investigate the characteristics of each proposed substitute item and the merits of the proposed substitution, and shall, within a reasonable time, notify the Contractor of the approval or disapproval of the proposed substitution. The determination of the District or Architect as to whether a proposed substitute material, equipment, or other item is “equal” shall be final. In connection with each substitution in place of a specified item, the Contractor shall be responsible for compliance with all specifications, codes, *et cetera*, regardless of any District or Architect approval of the substitution request.

Section 5.5 Contractor’s Title to Materials. Neither the Contractor nor any subcontractor on the Project shall purchase materials, equipment, supplies or other items for use on, or incorporation into, the Installation Work subject to any chattel mortgage or under a conditional sale or other agreement pursuant to which an interest is retained by the seller. The Contractor represents and warrants that it shall have good, free and clear title to all materials, equipment, supplies, or other items for which the Contractor accepts any payment from the District.

Section 5.6 Tests and Inspections. The Contractor shall cause all materials, fabrication, erection and other portions of the Installation Work, as applicable, to be tested and inspected: (i) in accordance with applicable provisions of Title 21 of the California Code of Regulations; (ii) in accordance with applicable DSA policies, procedures, regulations, and/or interpretations of regulations; (iii) as specified in the Plans and Specifications; and (iv) as and when required by the Inspector. The District shall contract for and pay the costs associated with performance of all such tests and inspections; provided that the Contractor shall provide notice to the District a sufficient amount of time in advance of when particular testing and inspection will occur, so that the District may timely and economically contract for such services. The Contractor shall reimburse the District for (or compensation to the Contractor shall be offset by an amount equal to) the costs of: (i) tests and inspections required pursuant to DSA and/or other governmental requirements applicable to the Installation Work; and (ii) retests or re-inspections if any Installation Work, materials, equipment and other components of the Installation Work proves to be defective, inadequate, or inconsistent with the requirements of the Contract Documents or, for any reason, is not ready for testing or inspection when such testing or inspection is to occur. Except as provided in the foregoing clause (ii), the District shall not be entitled to reimbursement from the Contractor of costs associated with Discretionary Inspections.

Section 5.7 Access to Work. The District, Architect, and Inspector shall at all times and for any purpose have unrestricted access to the Installation Work and the Project Sites. Each public authority with jurisdiction over the Project shall at all times have unrestricted access to the Installation Work and the Project Sites for purposes within that public authority’s jurisdiction. The Contractor shall not impede or frustrate any access to or inspection of the Installation Work, including, without limitation, inspection of the materials and the workmanship used in connection with the Installation Work. The Contractor shall take all reasonable steps to facilitate any such access or inspection of the Installation Work, including providing any equipment or other accommodations necessary or convenient for such access or inspection.

Section 5.8 Testing and Inspection of Work. The Contractor must give written notice to the District, Architect and Inspector, of the Contractor’s readiness for any testing or inspection, at least 48 hours prior to when the testing or inspection is scheduled to occur. If a test or inspection is to be conducted by a public authority or person other than the Inspector, the notice shall also specify the date and time at which such inspection is to occur. If the Contractor, without prior approval, covers or otherwise renders inaccessible the portion or element of the Installation Work, or the material, equipment or other item, that is to be tested or inspected, the Contractor,



at its own expense, shall remove or demolish all portions of the Installation Work, or shall otherwise make accessible such portions of the Installation Work, as are necessary to facilitate such testing or inspection. The Contractor must give notice of any cancellation of a scheduled inspection at least twenty-four hours prior to when the inspection is scheduled to occur.

Section 5.9 Cleanup and Storage. The Contractor shall ensure that each Project Site is at all times, including nights and weekends, free of loose or accessible waste, materials, tools, and equipment. The Contractor shall maintain the area where the Installation Work is occurring in a safe, neat, and clean manner that will cause the least inconvenience to the District and, as applicable, the general public, school staff, and students. The Contractor shall comply with all reasonable instructions from the District with respect to conditions at any of the Project Sites, including, without limitation, instructions regarding removal of rubbish and debris generated by, and any unnecessary materials, tools, equipment or temporary structures owned or used by, the Contractor or its subcontractors. In the event the Contractor fails to comply with any such instruction, the District may arrange for removal and the Contractor shall pay to the District (or the Contractor's compensation shall be reduced by the amount of) the actual costs of such removal. Storage of materials on the Project Sites shall be under the supervision of the District, but at the expense, if any, of the Contractor.

Section 5.10 Safety. Contractor shall perform and maintain the Installation Work so as to avoid injury or damage to any person, including, without limitation, District employees, students, visitors and others, or to any property. In carrying out the Installation Work, the Contractor and its employees and subcontractors shall at all times be in compliance with all applicable local, State of California and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees and others appropriate to the nature of the Installation Work and the conditions under which the Installation Work is to be performed. Required safety precautions may include, but are not necessarily limited to: (i) adequate life protection and life-saving equipment; (ii) adequate illumination for underground and night operations; (iii) instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; (iv) equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (v) adequate facilities for the proper inspection and maintenance of all safety measures. The Contractor shall take steps to ensure compliance with all safety measures applicable in particular operations or kinds of work, including sufficient safeguards, such as railings, temporary walks, lights, *et cetera*, as are necessary to prevent injuries or damage to any persons or property. Contractor shall be responsible in the event of any such injury or damage resulted from any unsafe or unprotected condition on the Project that the Contractor is hereby required to protect against. The Contractor shall conduct such clean-ups of the area of the Installation Work, including grounds and sidewalks, as are necessary to maintain the safety of the area of the Installation Work, but in any event not less than once daily. In the event of an emergency in which life or property are endangered, the Contractor shall take all reasonable actions to safeguard such life or property. The Contractor shall require that the job superintendent or lead foreman immediately call "911" each time a medical emergency occurs on or at any Project Site.

Section 5.11 Loss and Damage. Until such time as substantial completion of all of the Installation Work at any particular Project Site has been achieved, the Contractor shall be responsible for all losses and/or repair of all damages to the Installation Work at that Project Site that may arise from or be a result of: (i) the nature of the Installation Work agreed to herein; (ii) the action of the elements or environment; or (iii) any unforeseen difficulties that may arise or be encountered during the process of completing the Installation Work. However, provided that the



Installation Work has been constructed in strict accordance with the Contract Documents, the Contractor shall only be responsible for damage proximately caused by Acts of God (as defined in Public Contract Code Section 7105) up to a maximum of five percent of the Contract Amount. In the event any such Act of God proximately causes damages in excess of five percent of the Contract Amount, the District may, in its sole discretion, terminate the Contract effective three days following written notice to Contractor. Any such termination shall be deemed or construed to be neither a termination for convenience pursuant to Section 10.2 of these General Provisions, nor a termination for cause pursuant to Section 10.3 of these General Provisions, and the Parties shall resolve any disputes arising from such termination in accordance with the dispute resolution provisions in Part 12 of these General Provisions. Notwithstanding anything to the contrary, the Contractor shall be fully responsible and liable for any damage to the Installation Work incurred after substantial completion if and to the extent such damage is caused by the acts or omissions (whether or not constituting negligence) of the Contractor or any of its officers, employees, subcontractors, or agents.

Section 5.12 Regional Notification Center. If the Installation Work involves any trenching, boring, tunneling, digging or other excavation, the Contractor shall be solely responsible and liable for compliance with all applicable requirements of Government Code Sections 4216 through 4216.9, and with all requirements of the Contractors State License Board relating to such Government Code provisions. The Contractor must, as required, obtain from the Regional Notification Center an Underground Service Alert identification number and must provide such identification number to the District. Prior to it expiring, the Contractor must contact the Regional Notification Center for any necessary revalidation of the identification number.

Section 5.13 Utility Removal, Relocation and Protection. In accordance with Government Code Section 4215, the District shall compensate the Contractor if the Plans and Specifications fail to identify any utility main- and trunk-lines on any Project Site and such failure results in additional costs to the Contractor related to: (i) locating and repairing damage to underground utility facilities not caused by the failure of the Contractor to exercise reasonable care; (ii) removing or relocating underground utility facilities not indicated in the Plans and Specifications with reasonable accuracy; and (iii) equipment necessarily idled during such work. The Contractor shall not be assessed Liquidated Damages for the delay caused by the failure of District or the owner of the utility to provide for removal or relocation of such utility facilities. The Contractor shall immediately provide written notice to the District if, during the course of the Installation Work, the Contractor discovers utility facilities not identified in the Plans and Specifications.

Section 5.14 Trench Excavation. This Section shall apply to the Contract only if the Contract Amount exceeds twenty-five thousand dollars (\$25,000) and the Installation Work requires or involves excavation of any trench or trenches five feet or more in depth. The Contractor, in conformance with Labor Code Section 6705 and other applicable law, and prior to any such excavation, shall submit to the District for review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan must be prepared by a registered civil or structural engineer and if the plan varies from the requirements of applicable Cal-OSHA Construction Safety Orders, the Contractor must obtain Cal-OSHA approval of the plan. Nothing in this Section, and no District or other approval of any plan prepared pursuant to this Section, shall relieve the Contractor of any responsibility, or result in District liability for hazards resulting from excavations performed by the Contractor.



Section 5.15 Subsurface Conditions. In accordance with Public Contract Code Section 7104, if the Installation 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 a Project Site differing from those indicated by information about the Project Site made available to bidders prior to the deadline for submitting bids; or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract. The District shall promptly investigate any such reported condition and, if warranted, shall issue a Change Order to the Contractor for any extra work or cost not covered by the Contract. The Contractor shall not perform any hazardous materials remediation or other work unless qualified and appropriately certified or licensed to do so and the Parties have executed a Change Order providing for Contractor to perform that work. In the event of any dispute between the District and the Contractor regarding 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. However, the Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.16 Asbestos or Other Hazardous Materials. In the event the Contractor encounters on or at any of the Project Sites any material that Contractor reasonably believes to be lead, asbestos, polychlorinated biphenyl (PCB), any material listed as a hazardous material by the federal or State of California EPA or any federal or State of California health agencies, or any other material defined as being hazardous under federal or State of California laws, rules or regulations ("Hazardous Material") that has not been rendered harmless, Contractor shall immediately stop all Installation Work in the area affected and report the condition to the District in writing. The Contractor shall resume the Installation Work only if it is determined that no Hazardous Material is present or that such Hazardous Material has been rendered harmless. Except to the extent provided by this Agreement, the Contractor shall not be responsible for sampling and/or testing for Hazardous Material(s). Except to the extent the Contractor causes or otherwise is responsible for any discharge of, or contamination of any District property with, any Hazardous Material(s): (i) the Contractor shall not be responsible for identification, testing, or remediation of any Hazardous Material; and (ii) the District shall not require that the Contractor perform any Installation Work relating to Hazardous Material unless the Contractor is qualified and appropriately certified or licensed to do so and the Parties have executed a Change Order providing for the Contractor to perform that work.

Section 5.17 Certification Regarding Asbestos. Prior to commencing the Installation Work, the Contractor shall execute and submit to the District the "Certification Regarding Asbestos" form included in the Required Contract Forms.

Section 5.18 Notice and Certification Regarding Lead-Free Materials. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*) and other applicable law, no lead-containing or lead-based paint, plumbing or solders, or other potential sources of lead contamination, shall be used in connection with the construction of the Project, and only trained and State of California-certified inspectors/assessors, monitors, designers, supervisors and workers may provide lead-related construction services. Prior to commencing



the Installation Work, the Contractor shall execute and submit to the District the “Notice And Certification Regarding Lead-Free Materials” form included in the Required Contract Forms, for purposes of acknowledging Contractor’s awareness and understanding of these requirements.

Section 5.19 Inspection of Completed Work. In addition to any testing and inspection required by the Contract Documents, the Inspector may require special inspection of any portion of the Installation Work already completed as to which there is a reasonable question as to whether it was completed in accordance with the requirements of the Contract Documents. In such event, the Contractor shall remove or undo all portions of the Installation Work as are necessary to facilitate inspection of the questioned portion of the Installation Work. If the questioned portion of the Installation Work is found not to conform with the Contract Documents, the Contractor shall pay all costs of the re-examination and correction of the Installation Work, including repair or replacement of previously completed Installation Work that was removed or undone to permit the inspection. If the questioned Installation Work is found to conform with the Contract Documents, the District shall pay the cost of the re-examination and any repair or replacement of previously completed Installation Work that was removed or undone to permit the inspection.

Section 5.20 Correction of Work Before Final Payment. The Contractor shall promptly remove from the Project and the Project Sites all materials, equipment or other items that, as determined by the Inspector, fail to conform to the requirements of the Contract Documents, regardless of whether such materials have already been incorporated into the Installation Work. The Contractor shall, at its own expense, promptly replace any such materials, equipment or items with conforming materials, equipment or items, and shall thereafter repair the Installation Work and/or execute the remaining Installation Work in conformance with the Contract Documents. In addition, the Contractor shall bear all costs and expenses of replacing or repairing the work of other contractors or subcontractor(s) that is destroyed or damaged in the course of removing or replacing any non-conforming materials, equipment or other items that were incorporated into the Installation Work. The District shall have no obligation to issue the Final Payment to the Contractor unless and until the Contractor satisfies the requirements of this Section.

Section 5.21 Possession and Use of Project Sites. Because the Installation Work involves improvements to existing and operating facilities, the District shall continue its possession of and use of the Project Sites during the performance of the Installation Work. In no event shall such possession and use by the District be construed as, or deemed to be, acceptance by the District of portions of the Installation Work that is not complete or that has not been completed in accordance with the Contract Documents. In connection with the pricing and scheduling of the Installation Work, the Contractor shall be deemed and construed to have contemplated such possession and use by the District. In no event may the Contractor submit a claim to the District for additional compensation and/or extension of time arising from any such possession and use by the District, unless the possession and use occurs during the Contractor’s work hours, as established pursuant to this Agreement, and unreasonably interferes with the performance of the Installation Work.

Section 5.22 Contractor Warranty of Work.

Subsection 5.22.1 No Waiver of District Rights. In no event shall any payment to the Contractor, any provision of the Contract Documents, a Notice of Completion, or the use of any portion of the Installation Work or the Project, be deemed or construed: (i) to relieve the Contractor of any responsibility and/or liability for any defective or improper systems, equipment,



materials or other things incorporated into the Installation Work, faulty workmanship, or Installation Work not performed in accordance with the Contract Documents and all applicable Legal Requirements (“Defective Work”); (ii) to constitute acceptance by the District, without recourse, of any Defective Work; or (iii) to constitute a waiver of any right the District has to hold the Contractor responsible and/or liable for any Defective Work.

Subsection 5.22.2 Contractor Warranty. In addition to any other guarantees or warranties of the Contractor pursuant to the Contract Documents, the Contractor hereby warrants that, during the applicable Warranty Period (defined in Subsection 5.22.4 of these General Provisions) : (i) all Installation Work shall have been performed in accordance with all requirements of the Contract Documents, shall be free of defects (including, without limitation, defective or improper systems, materials, finishes, *et cetera*) and shall be free of faulty workmanship; and (ii) if it is determined during the applicable Warranty Period that any Installation Work does not conform to the requirements of the foregoing clause (i), the Contractor shall repair, replace or otherwise correct the affected portion of the Installation Work as provided in this Section 5.22 (collectively, the “Contractor Warranty”). Without limiting the foregoing, the Contractor Warranty shall be deemed and construed to warrant against any and all defects that may arise from any error, omission, or other fault in any design(s) for which the Contractor was responsible in accordance with the Contract Documents, including, without limitation, any design provided by or through any of the Contractor’s subcontractors of any tier. No failure by an Inspector or any other party to inspect or appropriately inspect any portion of the Installation Work shall be deemed or construed to limit or otherwise condition the Contractor’s responsibilities and/or liabilities pursuant to the Contractor Warranty. As a condition precedent to the District’s obligation to make the Final Payment to the Contractor, the Contractor must execute and submit to the District the “Certification Regarding Contractor Warranty” form included in the Required Project Forms.

Subsection 5.22.3 Limitations on Contractor Warranty. The Contractor Warranty does not warrant against damage to the Installation Work: (i) caused by the District or any persons or entities other than the Contractor, any of its subcontractors, or any of their respective material suppliers, delivery personnel, agents, officers, employees, laborers and/or other workers on, at or in the vicinity of any of the Project Sites on account of the Installation Work; (ii) resulting from a lack of reasonable maintenance after the Substantial Completion Date; and/or (iii) resulting from changes to the Installation Work performed by any persons or entities for whom the Contractor is not directly or indirectly responsible, unless the changes were performed in accordance with applicable Contract Documents, warranty materials, and/or instructions or directions provided by the Contractor. The Contractor Warranty also does not warrant against normal wear and tear.

Subsection 5.22.4 Applicable Warranty Period. The warranties required pursuant to or set forth in the Contract Documents shall be and remain in effect at all times during the applicable periods as set forth in this Subsection and, if any, elsewhere in the Contract Documents (each a “Warranty Period”). The Contractor Warranty shall be and remain in effect for a period of one year following: (i) the Project Acceptance Date if the District accepts final completion of all of the Installation Work on the same date; or (ii) with respect to all of the Installation Work to occur at any particular District Facility, the date the District accepts final completion of such Installation Work, if, pursuant to Subsection 3.4 of the main body of this Agreement, the District does not accept final completion of all of the Installation Work on the same date. Provisions of the Contract Documents, if any, that specifically require a longer Warranty Period shall govern over the provisions of this Subsection, and in no event shall any applicable Warranty Period serve as a limitation with respect to latent defects in the Installation Work, which remain subject to applicable statutes of limitation.



Subsection 5.22.5 Manufacturer and Other Third-Party Warranties. The Contractor Warranty shall in no event be deemed or construed to limit, in any manner, any manufacturer or other third-party guarantee or warranty (“Manufacturer Warranty”), including, without limitation, any Manufacturer Warranty that has a longer applicable Warranty Period. No such Manufacturer Warranty shall be deemed or construed to relieve the Contractor from its responsibilities and/or liabilities pursuant to the Contractor Warranty. Each Manufacturer Warranty shall commence in accordance with its provisions. At all times while the Contractor Warranty is in effect during an applicable Warranty Period, but not thereafter, the Contractor must assist the District in processing any Manufacturer Warranty claims with respect to systems, equipment, materials and/or other things incorporated into the Project as part of the Installation Work. Notwithstanding anything to the contrary, the Contractor shall not be responsible for the breach of any applicable Manufacturer Warranty by the applicable manufacturer or other third party due to its termination of operations, insolvency, liquidation, bankruptcy, or similar occurrence.

Subsection 5.22.6 Warranty Work by Contractor. Within ten business days after receipt of written notice from the District, the Contractor, at no cost to the District, must repair, replace or otherwise correct: (i) any Defective Work within the scope of the Contractor Warranty that is discovered or revealed during an applicable Warranty Period and notice of which is given to the Contractor no later than ten business days following expiration of such Warranty Period; and (ii) any systems, equipment, materials and/or other things damaged, destroyed or otherwise disturbed as a consequence of the repair, replacement, or other correction of such Defective Work (“Warranty Work”). If, due to long-lead times for ordering necessary replacement parts or because of the nature or scope of necessary repairs, the Contractor reasonably cannot complete any Warranty Work within such ten-business-day period, the Contractor must: (i) within such ten-business-day period provide written notice to the District that includes a reasonably detailed explanation of the reason(s) for the delay in completion of the Warranty Work; and (ii) thereafter complete the Warranty Work as soon as reasonably possible. All such Warranty Work must result in a repair, replacement, or other correction that satisfies all requirements of the Contract Documents or otherwise must be completed in accordance with District requirements. The Contractor shall, at its sole cost and expense, repair, replace, or correct any and all portions of the facility in which the Warranty Work is performed that are damaged during the performance of any Warranty Work. The Contractor must coordinate all Warranty Work with the District in order to avoid interfering with District operations and/or endangering anyone at any of the Project Sites. If the Contractor timely commences any Warranty Work, but the Contractor reasonably cannot complete such Warranty Work within ten business days of notice from the District, the Contractor shall complete such Warranty Work within a reasonable time considering the applicable circumstances, but in no event later than twenty business days following the original notice from the District unless the District, in its sole discretion, expressly agrees in writing to a later completion. The Contractor must provide written notice to the District upon completing any Warranty Work.

Subsection 5.22.7 District Performance of Warranty Work. The District may at any time cause any required Warranty Work to be performed, as reasonably determined by the District, if: (i) the Contractor fails to undertake and/or complete the Warranty Work within the time permitted pursuant to Subsection 5.22.6 of these General Provisions; or (ii) as reasonably determined by the District, an emergency situation exists and the delay that would result from providing notice to the Contractor and permitting the Contractor to perform the Warranty Work would endanger or further endanger any person(s) or property. Except to the extent the District created or caused any emergency situation that resulted in the need for Warranty Work, the



reasonable costs incurred by the District in connection with such Warranty Work shall be assessed against the Contractor, and shall accrue interest at the lesser of: (i) the maximum legal rate permitted in the State of California; or (ii) twelve percent (12%) per annum. In no event shall the District causing any Warranty Work to be performed in accordance with this Subsection be deemed or construed to limit or otherwise condition the responsibilities and/or liabilities of the Contractor pursuant to the Contractor Warranty.

Subsection 5.22.8 Warranty of Title to Work. The Contractor further warrants that: (i) title to all systems, equipment, materials and other things incorporated into the Installation Work will pass to the District at the time the District pays the invoice that includes the costs of such things; and (ii) at such time those things shall be free and clear of all claims, liens, stop notices, security interests, charges, *et cetera* (each, for purposes of this Section, a “lien”). The Contractor’s indemnification and other obligations pursuant to Part 8 of these General Provisions shall apply with respect to any and all such liens. The foregoing shall not be deemed or construed to: (i) prohibit the Contractor from asserting any Claim (defined in Subsection 12.2.1 of these General Provisions) in accordance with the Contract Documents; or (ii) require that the Contractor deliver to the District title to any utility metering devices or similar equipment owned by any public or private utility company or service and installed as part of the Installation Work for purposes of providing permanent utilities or services to or for the Project.

PART 6: CHANGES IN THE WORK

Section 6.1 District Authority. For purposes of the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Installation Work or the Project, or any other matter materially affecting the performance or nature of the Installation Work or the Project, shall be referred to as a “Change in the Work.” The District shall have the unilateral right to require a Change in the Work and to issue a corresponding Change Order, without thereby invalidating the Contract, provided that the Change in the Work has a direct relationship to and does not significantly expand the scope of, the Installation Work contemplated by this Agreement immediately prior to that Change in the Work taking effect. For purposes of illustration, not limitation, the District may issue such unilateral Change Orders in accordance with this Section in order to: (i) maintain progress of the Installation Work if questions arise as to interpretation of the Contract Documents; (ii) substitute materials, products, or equipment if the Parties are or will be unable to agree on terms for such substitution within such time as will preclude any delays in the Installation Work; and (iii) provide for relatively minor changes in the scope of the Installation Work if the Parties are or will be unable to agree on terms for such scope changes within such time as will preclude any delays in the Installation Work. In the event the Contractor disputes such unilateral Change Order, the Contractor may initiate dispute resolution in accordance with Part 12 of these General Provisions. The Contractor shall track and maintain records of its time and material costs associated with each unilateral Change Order, for purposes of Section 1.5 and Part 12 of these General Provisions.

Section 6.2 Change Orders. Any Change in the Work that involves an adjustment of the Contract Amount or a modification of the Contract Time must be set forth in a written order for the Change in the Work (each a “Change Order”). A Party shall propose a Change Order for each Change in the Work that it requests. Any and all modifications of the Contract Time attributable to a Change in the Work must be set forth in the associated Change Order and not left for later determination. Except as provided in Section 6.1 of these General Provisions, no Change Order shall become effective, and the District shall have no liability related thereto for payment or otherwise, unless and until it has been duly approved and signed by both Parties. Except as expressly provided in the Change Order, all work pursuant to a Change Order shall be



performed in accordance with the terms and conditions of the Contract. In the event of an emergency endangering life or property, notwithstanding the foregoing, the Contractor may rely on the District's oral requests for additional work, which if affecting the Contract Amount and/or Contract Time will be equitably adjusted based on an appropriate valuation method as described in this Agreement. The District will provide oral requests for additional work only to the extent the District Board has expressly delegated such authority.

Section 6.3 Valuation of Change Orders. The Parties shall determine and set forth in an applicable Change Order the fair and reasonable value of each Change in the Work, which will be added to or deducted from the amount of the Contract Amount. The Contractor shall, upon request of the District, provide all information required by the District to substantiate the value of a Change in the Work. No time extension shall be granted in conjunction with any Change Order unless the approved Change Order expressly sets forth such adjustment. The valuation of a Change Order shall be determined in one or more of the following ways: (i) by estimate and acceptance in a lump-sum amount; (ii) by unit prices specified in the Contract or as agreed to by the Parties; (iii) by a percentage of Contractor's cost and a fixed fee, in which case the Contractor shall keep detailed records of the net cost of labor and materials; or (iv) such other method as agreed by the Parties. The District shall certify the amount of each Change Order that does not provide for a fixed lump-sum amount payable upon completion of the work required by the Change Order.

Section 6.4 Change Orders Specify Full and Final Compensation. Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of time and overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether such impacts relate to scheduling, productivity, or other matters. By signing a Change Order, the Contractor shall be deemed and construed to have waived any and all claims and rights to any adjustments to the Contract Amount and/or Contract Time other than as are set forth in the Change Order, and the Contractor may not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other effect on the Installation Work and/or additional costs attributable to the Change in the Work specified in the Change Order.



PART 7: CONTRACTOR COMPENSATION

Section 7.1 Application for Payment. The Contractor shall submit to the District, on or before the tenth day of each month, an itemized application for payment for the portion of the Installation Work completed during the prior month (“Progress Payment Application”). Each Progress Payment Application shall be in the form of the “Progress Payment Application” included in the Required Project Forms. The Contractor may call upon the Inspector for assistance in preparing any Progress Payment Application and, prior to submittal to the District, shall permit the Inspector to review the Progress Payment Application. The Contractor shall certify in the Progress Payment Application that the portion of the Installation Work for which payment is requested has been satisfactorily completed and/or that any materials specified in the Progress Payment Application not already incorporated into the Project are stored where indicated. Each Progress Payment Application must identify: (i) the portion of the Installation Work completed since the last Progress Payment Application; (ii) the amount of the requested payment (each a “Progress Payment”); and (iii) the portion of the requested Progress Payment attributable to each subcontractor, material supplier, and other entity that is entitled to a portion of the payment amount. Each Progress Payment Application shall be accompanied by an updated Master Schedule illustrating the actual Installation Work completed to date in relation to the approved Master Schedule. If there is a discrepancy between the actual Installation Work completed and the Installation Work required pursuant to the Master Schedule (i.e., the Installation Work is either ahead of schedule or behind schedule), the Contractor shall include a detailed explanation of such discrepancy with the Progress Payment Application. Payment to the Contractor shall not be deemed to be acceptance, acquiescence or waiver by the District of any of its rights with respect to any such discrepancy or any deficiency in the Installation Work. The Contractor shall support each Progress Payment Application with such information as reasonably will be necessary for the District to verify the requested Progress Payment amount. Payment to the Contractor may be delayed if the Contractor fails to submit complete and accurate information in support of its Progress Payment Applications.

Section 7.2 Verification of Payment Application. The District and/or Architect shall review each Progress Payment Application and, as soon as practicable, but not later than seven days after receipt of a Progress Payment Application, shall: (i) certify that the Progress Payment Application is correct in all aspects and should be paid by the District; (ii) recommend to the District that it reject the Progress Payment Application 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 any requested Progress Payment amount. In the event the District rejects the Progress Payment Application, the Contractor may resubmit the Progress Payment Application with additional or new information establishing why payment should be made despite the reason(s) set forth in the District’s initial rejection.

Section 7.3 Progress Payments. The District shall pay the undisputed amount of any requested Progress Payment, less any amounts that may be withheld or retained pursuant to the Contract or law, within thirty days of receipt thereof and in accordance with Public Contract Code Section 20104.50. If the District has requested additional information in support of a Progress Payment Application, the time for payment pursuant to that Progress Payment Application shall be extended by the number of days required for the Contractor to provide the requested information but reduced by the number of days the District exceeds the seven-day return requirement described in Section 7.2 of these General Provisions. The District shall pay interest, at the rate set forth in Code of Civil Procedure Section 685.010(a), on any amount not paid within the time required by Public Contract Code Section 20104.50 and the Contract, provided that such amount is not subject to dispute or a request for additional information.



Section 7.4 Retention. The District shall retain five percent of the Progress Payment amount to be paid to the Contractor pursuant to each approved Progress Payment Application (“Retention”), and the total amount of Retention shall not exceed five percent of the Contract Amount as adjusted in accordance with the Contract. Subject to District Board approval given in its sole discretion, and subject to Section 7.3 of these General Provisions and other applicable provisions of the Contract Documents, the District may at any time after at least fifty percent of the Installation Work has been satisfactorily completed pay Progress Payments to the Contractor without withholding Retention. The District shall release the Retention to the Contractor concurrently with making the Final Payment (defined in Section 7.9 of these General Provisions) to the Contractor. In the event of any dispute between the District and the Contractor, the District, as provided by Public Contract Code Section 7107, may withhold from the Final Payment and/or Retention an amount not exceeding one-hundred and fifty percent of the amount in dispute.

Section 7.5 Ownership of Work. As security for partial, progress or other payments, title to the portion of the Installation Work for which such payments are to be made shall pass to the District at the time the District pays the invoice that includes the costs of such portion of the Installation Work. Except as expressly provided in this Agreement, the Contractor shall retain title to all new materials and equipment until incorporated into the Installation Work and the applicable invoice is provided to the District. However, all Installation Work shall be at the Contractor’s risk as provided in Section 5.11 of these General Provisions. To the extent that title has not previously been vested in the District by reason of any such invoices, full title shall pass to the District upon delivery of the completed Installation Work as specified in the Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, and other encumbrances. The Contractor promises and agrees that it shall not pledge, hypothecate, or otherwise encumber the Installation Work, materials or other items hereby subject to transfer of title in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Any such transfer of title shall not imply acceptance by the District, shall not relieve the Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for, any loss of or damage to the Installation Work, materials, or other items on the Installation Work.

Section 7.6 Securities In Lieu of Retention. Upon request to the District, the Contractor shall be permitted, in accordance with Public Contract Code Section 22300, to substitute securities in lieu of the Retention withheld by the District in order to ensure Contractor’s performance under the Contract. Alternatively, the Contractor may request that the District pay any Retention earned by Contractor directly to an escrow agent who shall, as directed by the Contractor, invest the Retention in securities. Any escrow agreement shall be substantially in the form set forth in, and any securities invested or substituted in lieu of Retention shall be of the type permitted pursuant to, Public Contract Code Section 22300. The Contractor shall be responsible for all costs (including, without limitation, the District’s costs) attributable to any investment or substitution of securities in lieu of Retention and/or any costs incurred in connection with establishing and maintaining an escrow account.

Section 7.7 Deductions for Incomplete or Damaged Work. Subject to the Contractor’s right to notice and opportunity to cure as provided in Subsection 10.3.2 of these General Provisions, the District may determine, in its sole discretion, not to correct any portions of the Installation Work that were not completed in accordance with the Contract or any improvements that were damaged in connection with the performance of the Installation Work and, in such event, if applicable, an equitable deduction from the Contract Amount shall be made on account thereof. No exercise by the District of, or failure by the District to exercise, its rights



pursuant to this Section shall be deemed or construed to constitute a waiver by the District of any rights it may have to assess Liquidated Damages against the Contractor.

Section 7.8 Other Withholdings. In addition to the Retention, the District may withhold, from the Final Payment or from any Progress Payment, any and all amounts reasonably necessary to protect the District from any loss or liability that has or might result from: (i) Liquidated Damages; (ii) the costs to the District of performing any obligation of Contractor related to the Installation Work that Contractor has failed to timely perform or has performed inadequately; (iii) failure of Contractor to timely correct Defective Work; (iv) any stop payment notice(s) related to the Installation Work; (v) unauthorized deviations from the Contract; (vi) failure of the Contractor to maintain or timely submit proper and sufficient documentation as required by the Contract or by the District during performance of the Installation Work; (vii) erroneous or false estimates by the Contractor of the value of the Installation Work performed; (viii) expenses, losses or damages incurred by the District for which Contractor is liable pursuant to the Contract; (ix) damage caused by the Contractor to the Installation Work or the Project or to the work of any other prime contractor or subcontractor performing work on the Project; and (x) any other sums that the District is required to withhold or recover from Contractor pursuant to law or the Contract. The failure by the District to withhold any such amount from any payment, or from a particular payment, to Contractor shall not constitute a waiver of the District's right to such amount.

Section 7.9 Final Payment. In addition to the notice from the Contractor required pursuant to Section 3.4 of the main body of this Agreement, the Inspector shall provide written certification to the District when, as determined by the Inspector, the Contractor has fully and satisfactorily completed all Installation Work and other obligations pursuant to the Contract Documents. The Inspector shall indicate in the certificate, based on actual measurements, the whole amount and value of the Installation Work accomplished by the Contractor and that all "punch list" items have been satisfactorily completed. The District shall thereafter inspect the Installation Work and determine whether all of the Installation Work has been completed in accordance with the terms of the Contract Documents and should be accepted by the District Board. Not later than sixty days after acceptance of the Installation Work by the District Board, the District shall issue to the Contractor the final payment pursuant to this Agreement for the fully completed Installation Work ("Final Payment"), subject to withholding of disputed or other amounts as permitted by applicable law and/or the Contract Documents. The District, within fifteen days after acceptance of the Installation Work by the District Board, may cause a Notice of Completion for the Installation Work to be filed in the office of the Assessor-County Clerk-Recorder for the County of Nevada, California.

Section 7.10 Waiver and Release.

Subsection 7.10.1 Progress Payments. Notwithstanding any other provision of the Contract, and as a condition precedent to the payment to the Contractor of each Progress Payment: (i) the Contractor must execute and submit to the District the "Conditional Waiver and Release (Progress Payment)" included in the Required Project Forms, specifying the full amount of the payment; (ii) the Contractor must execute and submit to the District the "Unconditional Waiver and Release (Progress Payment)" form included in the Required Project Forms, for all amounts previously paid to the Contractor and for which the Contractor has not already submitted such unconditional waiver; and (iii) an executed copy of the "Unconditional Waiver and Release (Progress Payment)" form included in the Required Project Forms for each subcontractor, materials supplier and other entity that has been paid by the Contractor, but that has not already submitted such unconditional waiver for any previously paid amounts. In addition, the District may require that the Contractor submit to the District an affidavit to the effect that such releases



account for all the labor and material used in connection with the Installation Work for which a stop payment notice could be filed. In the event any subcontractor, materials supplier, or other entity or person refuses to provide a release in full, the Contractor may provide the District with a bond satisfactory to the District to indemnify the District against any stop payment notice that may be filed by such entity or person. If any stop payment notice remains unsatisfied after the District has made the Final Payment to the Contractor, the Contractor shall pay to the District all amounts, if any, that the District may be compelled to pay in discharging such stop payment notice, together with the District's costs and expenses related thereto, including attorneys' fees and costs.

Subsection 7.10.2 Final Payment. Notwithstanding any other provision of the Contract, and as a condition precedent to the payment to the Contractor of the Final Payment: (i) the Contractor must execute and submit to the District the "Conditional Waiver and Release (Final Payment)" included in the Required Project Forms, specifying the full amount of the Final Payment; and (ii) the Contractor must execute and submit to the District the "Unconditional Waiver and Release (Progress Payment)" included in the Required Project Forms, for all amounts previously paid to the Contractor and for which the Contractor has not already submitted such unconditional waiver. In addition, within thirty days following payment to the Contractor of the Final Payment, the Contractor must execute and submit to the District the "Unconditional Waiver and Release (Final Payment)" form included in the Required Project Forms, and such obligation shall survive completion of the Installation Work and payment to the Contractor of the Final Payment.

Section 7.11 Claims for Extra Cost. If the Contractor claims that instructions related to the Installation Work resulted in costs to the Contractor that were not contemplated and are not included within the Contract Amount, the Contractor shall give written notice thereof to the District within a reasonable time, but not in excess of five business days after the receipt of such instructions. In the event of any such claim, except in an emergency in which life or property is endangered, the Contractor shall not commence execution of the portion of the Installation Work that is affected by such claim unless and until directed to do so by the District. In the event the District determines that any such claim is valid, the Contract Amount shall be adjusted as provided for a Change in the Work, but otherwise the Contractor may initiate the dispute resolution provisions in Part 12 of these General Provisions. The Contractor shall bear the risk, cost, and expense of any Change in the Work undertaken without prior approval of the District.

PART 8: INDEMNIFICATION

Section 8.1 Indemnification by Contractor. The Contractor shall indemnify, defend, and hold-harmless the District against and from any and all claims, demands, actions, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), and other liabilities that arise from or in connection with the performance of the Contract or of the Installation Work by Contractor or its officers, agents, employees, or subcontractors. The Contractor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, action or other proceeding that is within the scope of the foregoing provision of this Section, including, without limitation, any and all disputes between Contractor and any of its subcontractors. However, the Contractor shall not be liable or responsible pursuant to this Section to the extent any claim, demand, action, damage, loss, cost, expense or other liability is attributable to the active negligence, sole negligence or willful misconduct of the District or any of the other District Indemnitees (defined in Section 8.3 of these General Provisions), in which event the District and the Contractor shall be responsible and liable on a comparative basis.



Section 8.2 Indemnification by Subcontractors. The Contractor shall require in its subcontracts applicable to the Installation Work that each subcontractor indemnify, defend, and hold-harmless the District in connection with the Installation Work to the extent provided in Section 8.1 of these General Provisions. The Contractor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.1 of these General Provisions, with respect to any failure of any subcontractor to indemnify, defend, and hold-harmless the District as required pursuant to this Section.

Section 8.3 Scope of Indemnification Obligations. Each and every obligation in the Contract Documents requiring that the Contractor or any subcontractor indemnify, defend and hold-harmless the District (including, without limitation, the other Sections in this Part 8) shall be deemed and construed as an obligation to indemnify, defend and hold-harmless not only the District, but also the District Board and each member thereof, and the District's other officers, employees and agents (collectively, including the District, the "District Indemnitees"), and each of them. The requirements of this Part 8 shall be in addition to any and all other indemnification provisions set forth in the Contract Documents. To the extent of acts, omissions, incidents and/or claims that occur or arise prior to completion of the Installation Work and/or termination of the Contract, and notwithstanding anything to the contrary, all provisions of this Part 8 shall survive the completion of the Installation Work and/or termination of the Contract.

PART 9: BOND REQUIREMENTS

Section 9.1 Payment Bond. Concurrent with execution and delivery of the Contract, the Contractor must deliver to the District a payment bond in the form of the "Payment Bond" included in the Required Contract Forms, which shall have been duly executed by the Contractor and a Qualified Surety (defined in Section 9.3 of these General Provisions). The payment bond must have a penal sum equal to one hundred percent of the Contract Amount, and shall be exclusive of any obligation under the performance bond required pursuant to Section 9.2 of these General Provisions. The District shall not be required to issue any payment whatsoever to the Contractor pursuant to the Contract unless and until the District has received and approved such payment bond.

Section 9.2 Performance Bond. Concurrent with execution and delivery of the Contract, the Contractor shall deliver to the District a performance bond in the form of the "Performance Bond" included in the Required Contract Forms, which shall have been duly executed by the Contractor and a Qualified Surety. The performance bond must have a penal sum equal to one hundred percent of the Contract Amount, and shall be exclusive of any obligation under the payment bond required pursuant to Section 9.1 of these General Provisions. The District shall not be required to issue any payment whatsoever to the Contractor pursuant to the Contract unless and until the District has received and approved such performance bond.

Section 9.3 Surety Qualifications. The payment and performance bonds required pursuant to Sections 9.1 and 9.2, respectively, of these General Provisions each must have been executed and issued by a surety that satisfies the requirements of this Section. The surety must be an "admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120. In order to ensure that the surety is an "admitted surety insurer," the Contractor must attach to such bonds either of the following documents as required by California Code of Civil Procedure Section 995.311: (i) a copy of information printed from the website of the California Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the Assessor-County Clerk-Recorder for Nevada County, California, confirming that the surety is an admitted surety insurer. The surety that issues the performance bond must have a current A.M.



Best Company “financial strength rating” of not less than “A-” (A minus) and a “financial size category” of not less than “VII.” A surety that meets the requirements of this Section shall be deemed to be a “Qualified Surety” for purposes of the Contract. If either or both of the payment bond or performance bond submitted by the Contractor was not executed and issued by a Qualified Surety, the Contractor, within 48 hours of notice from the District and prior to commencing the Installation Work, must submit a replacement bond or bonds that satisfy the requirements of this Section, and if the Contractor fails to submit such replacement bond(s), the Contractor shall be deemed in material breach of the Contract. The foregoing requirement to provide a replacement payment or performance bond shall also be applicable in the event the surety, during the course of construction of the Project, loses its status as an “admitted surety insurer” as defined in Code of Civil Procedure Section 995.120.

Section 9.4 Increase in Bond Penal Sum. In the event the Contract Amount is increased in accordance with the Contract, the Contractor, upon written request of the District, shall promptly cause the amount of the payment and performance bonds to be correspondingly increased and shall promptly deliver satisfactory evidence thereof to the District. If the Contractor fails to provide to the District any bond required pursuant to the Contract, the District, in its sole discretion, may terminate the Contract for cause.

Section 9.5 Sufficiency of Bonds. If, in the reasonable opinion of the District, either or both of the payment bond or performance bond required pursuant to this Part 9 of these General Provisions, or the surety issuing either or both of such bonds, is or becomes insufficient or unsatisfactory, the Contractor shall renew or replace such bond within 48 hours of notice from the District, and any failure by the Contractor to do so shall be deemed a material breach of the Contract.

Section 9.6 Scope of Bonds. Notwithstanding anything to the contrary herein, the payment and performance bonds required pursuant to this Part 9 shall be deemed and construed to apply only to the scope of the Installation Work as required pursuant to this Agreement, and such bonds shall not be applicable to: (i) any energy-savings guarantee associated with the Project; (ii) any agreement for support or maintenance services not within the scope of the Installation Work; or (iii) any obligation of the Contractor to repair or replace some or all of the Installation Work after the Warranty Period for the Contractor Warranty has expired.

PART 10: SUSPENSION OR TERMINATION

Section 10.1 Suspension of Work by District. The District, in its sole discretion, may at any time suspend performance of some or all of the Installation Work and/or the Project by giving written notice to Contractor, and the suspension shall be effective upon receipt of such notice by the Contractor. Upon receipt of such notice, the Contractor, to the extent provided in the notice, shall immediately commence the process of suspending the Installation Work, making safe any work in progress but otherwise taking steps to cease further Installation Work. The District, consistent with the provisions of the Contract, shall pay the Contractor for all Installation Work adequately performed up to the effective date of such suspension and for work reasonably required to eliminate safety hazards. Contractor shall resume the Installation Work within twenty calendar days following written notice from the District and to the extent provided in the notice. If the District suspends the Installation Work, and thereafter gives notice to resume the Installation Work, and provided that the suspension was not caused by or otherwise the fault of the Contractor, the Contract Amount shall be equitably adjusted to accommodate, to the extent they reasonably could not have been mitigated or avoided, the following costs: (i) the applicable and reasonable demobilization and remobilization costs incurred by the Contractor; and (ii) other costs



incurred by the Contractor that were reasonably attributable to the suspension. Such adjustment shall be subject to the Contractor providing to the District any and all documentation that reasonably evidences the amount of the adjustment.

Section 10.2 Termination for Convenience. The District, in its sole discretion, and without need for cause, may at any time terminate the Contract, or any portion thereof, by giving written notice to Contractor, and such termination shall be effective upon receipt of such notice by the Contractor. Upon receipt of such notice, the Contractor shall immediately commence the process of terminating the Installation Work, making safe any work in progress but otherwise taking reasonable steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay Contractor for all Installation Work adequately performed up to the effective date of the termination for convenience and for work reasonably required to eliminate safety hazards. In the event of a termination for convenience pursuant to this Section, the compensation payable to the Contractor shall be equitably adjusted to reimburse the Contractor for the reasonable costs of: (i) any applicable restocking fees paid charged by third-party vendors; (ii) terminating any subcontracts of the Contractor relating solely to the Installation Work; and (iii) similar costs associated with the terminated portion of the Installation Work (collectively, the "Termination for Convenience Costs"). The Contractor must make reasonable efforts to achieve the lowest restocking fees and other charges possible. In no event shall the Termination for Convenience Costs include: (i) any salary, benefits or other personnel-related costs, including, without limitation, costs of reassigning any personnel to other work; or (ii) any profits, overhead or general conditions costs for any portion of the Installation Work that was not performed prior to termination. Within thirty days following a termination for convenience, the Contractor must provide to the District any and all documentation that the Contractor shall rely upon to evidence the compensation sought by the Contractor as reimbursement for the Termination for Convenience Costs. In the event of a disagreement between the Parties regarding the equitable compensation due to the Contractor on account of a termination for convenience, the Parties shall resolve such disagreement in accordance with Part 12 of these General Provisions. Notwithstanding a termination for convenience pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Installation Work performed prior to the termination.

Section 10.3 Termination for Cause.

Subsection 10.3.1 Events of Default. Each of the following events shall be deemed a default by the Contractor of its obligations pursuant to the Contract (each an "Event of Default"):

- (i) Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency;
- (ii) The Contractor unreasonably refuses or fails to provide a sufficient number of properly skilled workmen or the proper materials or supplies as are necessary for timely and/or proper completion of the Installation Work;
- (iii) Contractor fails to timely pay subcontractors or others any amounts due and not reasonably subject to dispute for materials, equipment, and/or labor provided in connection with the Installation Work;



- (iv) Contractor fails to comply with any laws, ordinances, or instructions of the District applicable to the Installation Work; and
- (v) Contractor or its subcontractors otherwise fail to comply with any material provision of the Contract.

Subsection 10.3.2 Opportunity to Cure. If an Event of Default occurs, the District may serve notice on the Contractor and its surety(ies) describing the unsatisfactory condition or violation that constitutes a default by the Contractor (“Notice of Default”). The Contractor shall have ten business days after service of any such Notice of Default to cure the Event of Default specified in the Notice of Default or to make arrangements satisfactory to the District for cure of the Event of Default. Notwithstanding the foregoing, in the case of an Event of Default pursuant to clause (i) of Subsection 10.3.1 of these General Provisions, the Contractor shall have thirty days to cure or make arrangements satisfactory to the District for cure of the Event of Default.

Subsection 10.3.3 District Remedies for Failure to Cure. Upon failure of the Contractor to cure or make satisfactory arrangements for cure of an Event of Default in accordance with Subsection 10.3.2 of these General Provisions, the District may, at its option: (i) take such action as, in the District’s opinion, is necessary to correct or cure the Event of Default and deduct the cost thereof from any amounts due or to become due to Contractor pursuant to the Contract; (ii) proceed to terminate the Contract, or any portion thereof; or (iii) take such other action as is permitted by the Contract or applicable law. In the event the District elects to terminate the Contract or any portion thereof, the District shall schedule and conduct a hearing on the matter, and the Contractor shall be permitted to attend and present evidence at such hearing to support a determination by the District that it should not terminate the Contract. The hearing shall be conducted by the District Board, which shall render a final decision. Alternatively, such hearing may be conducted by the District’s Executive Director of Administrative Services and/or his designee(s), who shall make a recommendation to the District Board. Unless specified otherwise therein, a decision by the District Board shall be effective immediately. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Installation Work performed prior to the termination.

Subsection 10.3.4 Effect of Termination for Cause. In the event of any termination for cause pursuant to this Section 10.3, the District shall be entitled to withhold and retain from any payment due to the Contractor all amounts necessary to offset any reasonable costs, expenses (including, but not limited to, attorneys’ fees), losses and/or damages incurred by the District as a result of the termination for cause. If the remaining amounts potentially payable to the Contractor pursuant to the Contract are insufficient to offset such costs, expenses, losses and/or damages, the Contractor and/or its performance bond surety shall reimburse the District for the uncompensated balance of such costs, expenses, losses and/or damages, including, without limitation, any uncompensated costs to complete the Installation Work. The District’s rights pursuant to the Contract are in addition to, and not in lieu of, any other rights or remedies available to the District in the event of a termination for cause. For purposes of this Subsection, damages attributable to the inability to generate energy as a result of the incomplete construction/installation of any Solar PV System shall be deemed and construed to be consequential damages for purposes of Section 16 of the main body of this Agreement. In addition, the following provisions shall also apply in the event of any termination for cause pursuant to this Section 10.3:



- (i) The Contractor shall not be entitled to further compensation until satisfactory completion and acceptance by the District of all of the Installation Work.
- (ii) The District shall give written notice of a termination pursuant to this Section 10.3 to both the Contractor and the Contractor's performance-bond surety. The surety shall thereafter have the right to take over and perform the Contract. However, if the surety does not, within seven calendar days after service of the notice of termination, notify the District that the surety intends to take over and perform the Contract, or if the surety does not commence performance of the Contract within fifteen days after providing such notice to the District, the District may take over and complete the Installation Work by any means the District may deem appropriate, for the account of and at the expense of the Contractor, and the Contractor and its surety shall be liable to the District for reasonable costs thereby incurred by the District in excess of any remaining portion of the Contract Amount that otherwise would be payable to the Contractor.
- (iii) In the event the District takes over the Installation Work, the District may, without liability for doing so: (1) take possession of the Installation Work and the Project Sites; (2) take possession of all materials, tools, equipment and appliances located at the Project Sites and use them in connection with completion of the Project; (3) procure, upon such terms and in such manner as it may determine appropriate, services required to complete the Installation Work; (4) require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of the Contract; and (5) complete the affected portion(s) of the Project by whatever means and methods the District may deem to be in its best interests, including, but not limited to, calling upon Contractor's surety to complete the Installation Work or to issue payment(s) to the District or its replacement contractor(s).
- (iv) In the event the District takes over and satisfactorily completes the Installation Work, if the unpaid balance of the Contract Amount exceeds the cost to the District of satisfactorily completing the Installation Work, including, without limitation, compensation for any additional architectural, managerial or administrative services needed as a result of the Contractor's default, such excess shall be paid to the Contractor or, if applicable, its surety after satisfactory completion and acceptance of the Installation Work by the District less any amounts attributable to any stop payment notices and amounts withheld by the District in accordance with applicable law or the Contract. If the cost to the District of satisfactorily completing the Installation Work is greater than the unpaid balance of the Contract Amount, the Contractor, or its surety, shall pay the difference to the District within thirty days of notice from the District. In addition, the District may pursue any other recourse or remedies against the Contractor and/or its surety, which are available pursuant to law or the Contract.

Section 10.4 Termination by Contractor. Subject to the other provisions of this Section, the Contractor may stop the Installation Work or initiate termination of the Contract by giving written notice to the District if, through no fault of the Contractor or its employees, subcontractors or suppliers: (i) all work on the Project ceases for a period exceeding sixty days pursuant to an order or direction of any court or government entity, other than the District, with jurisdiction over any portion of the Project; (ii) the District fails, within the time required by the Contract, to issue a certificate for payment for any undisputed amount(s) due to Contractor; (iii) the District fails, within the time required by the Contract, to pay to the Contractor any undisputed amount specified in an issued certificate of payment; or (iv) the District suspends all work on the



Project and does not, within 120 days thereafter, require that work on the Project recommence. Upon receipt of any such notice from the Contractor, the District shall have thirty days to cure or make other arrangements for cure of the matter as are acceptable to the Contractor. If the District fails within the required time period to cure or make such acceptable arrangements for cure of the matter, the Contractor may stop the Installation Work or terminate the Contract by giving additional written notice to the District, which notice shall be effective immediately upon receipt by the District. In the event the Contractor stops the Installation Work or terminates the Contract pursuant to this Section for any reason specified in the first sentence of this section other than clause (i) of that sentence, the District shall be liable to the Contractor for any damages thereby reasonably incurred by the Contractor; provided that the Contractor shall not be entitled to recover any lost or foregone profits attributable to the portions of the Installation Work not satisfactorily completed by the Contractor prior to stoppage of the Installation Work or termination of the Contract.

PART 11: LAWS AND OTHER REQUIREMENTS.

Section 11.1 Liability for Non-Compliance with Laws. The Contractor at all times during the execution of the Installation Work shall be and shall remain fully informed of all local, State of California and federal laws, ordinances, rules, regulations, or other requirements that may in any manner affect those engaged or employed to perform any of the Installation Work or the materials used in performing the Installation Work, or that may in any way affect the performance of the Installation Work. In addition, the Contractor at all times during the execution of the Installation Work shall be and shall remain fully informed of all rules, regulations, orders, and other requirements of any public or private entity with jurisdiction over the Installation Work. In performing the Installation Work, the Contractor shall comply with, and give notices required pursuant to, all laws, ordinances, rules, regulations, and other requirements applicable to the Installation Work as drawn and specified. The Contractor shall be liable for any violation of a law, ordinance, rule, regulation or other requirement in connection with performance of the Installation Work. If the Contractor observes that the Plans and Specifications are at a variance with any applicable law, ordinance, rule, regulation, or other requirement, Contractor shall promptly notify the District in writing. The Contractor shall bear all liability and costs, including any fines, arising from performance of any Installation Work that the Contractor knew or reasonably should have known was contrary to any applicable law, ordinance, rule, regulation or other requirement, and the Contractor failed to notify the District of the same a sufficient time in advance of performing the Installation Work to permit the District to investigate and resolve the discrepancy.

Section 11.2 Applicable Regulations. The performance of the Installation Work, including all construction and the materials and equipment used or incorporated into the Installation Work, shall, not as a limitation, conform to all applicable requirements of the regulatory provisions specified in this Section. Each of such specified regulatory provisions, as those may be amended from time to time, is hereby incorporated as an operative part of the Plans and Specifications, and Contractor shall maintain a current copy of such regulatory provisions at each of the Project Sites. In the event of any conflict between the requirements of the various specified regulatory provisions, or in the event of any conflict between the requirements of the specified regulatory provisions and the requirements of any other applicable provision of law, the most authoritative requirements shall govern and nothing in the Contract Documents shall be construed to permit work that does not conform with such requirements. The Contractor shall not be entitled to additional compensation for any Change in the Installation Work necessary to ensure compliance with the requirements of the specified regulatory provisions in effect as of the Effective Date, and the cost of every such Change in the Installation Work shall be deemed to be encompassed within the Contract Amount. The specified regulations are as follows:



- (i) Title 8 California Code of Regulations (Industrial Relations), Chapter 4 (Division of Industrial Safety), Subchapter 4 (Construction Safety Orders), commencing with Section 1500;
- (ii) Title 19 California Code of Regulations (Public Safety), Division 1 (State Fire Marshal), commencing with Section 1.00;
- (iii) Title 21 California Code of Regulations (Public Works), Division 1 (Department of General Services), Chapter 1 (Office of the State Architect), Subchapter 1 (Safety of Construction of Public Schools), commencing with Section 1;
- (iv) Title 24 California Code of Regulations (the California Building Standards Code); and
- (v) Regulations of the South Coast Air Quality Management District, including, but not limited to, Rule 1403 relating to notice of intent to conduct construction activities and disturbance of asbestos containing materials.

Section 11.3 Provisions Deemed Inserted. Each and every provision or clause required by law to be inserted in the Contract are hereby deemed to have been inserted, and the Contract shall be interpreted and enforced as though such provisions and clauses are expressly set forth herein. If, through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon written request of either the District or the Contractor, the Contract shall be amended to make the insertion or correction. Any and all references in the Contract to laws, ordinances, rules, regulations or other requirements shall be deemed and construed to include all amendments, replacements and enactments thereto that are in effect as of the date of the Contract, as well as any later amendments thereto that do not materially or substantially alter the rights or obligations of the Parties.

Section 11.4 Equal Opportunity Employer. The Contractor represents and warrants that it is an equal opportunity employer and that it shall not, in connection with the Installation Work, discriminate against any employee or applicant for employment in violation of any applicable federal, State of California, or local law, including, without limitation, on the basis of such person's race, religion, color, national origin, ancestry, sex, or age. Such policy of non-discrimination shall apply to all activities related to recruitment advertising, recruitment, initial employment, promotion, demotion, transfer, and layoff or termination.

Section 11.5 Tobacco-Free Facility. All properties and facilities owned, leased or operated by the District, including the Project, are tobacco-free work places. It is strictly forbidden while on or in any District-controlled property or facility, including the Project, to smoke, chew, or otherwise use tobacco products. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person to be present on or at any of the Project Sites. The Contractor shall include the foregoing provisions of this Section in all contracts with subcontractors and others performing any of the Installation Work or providing labor, materials or services related to the Installation Work, and each shall provide a copy of such provisions to its employees on the Project. In addition, the Contractor must complete, execute, and submit to the District the "Certification Regarding Tobacco-Free Workplace" form included in the Required Contract Forms.



Section 11.6 Drug-Free Facility. All properties and facilities owned, leased or operated by the District, including the Project, are drug-free work places. It is strictly forbidden while on or in any District-controlled property or facility to: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance; (ii) possess or use any alcoholic beverage; or (iii) use any illegal substance which may cause significant impairment of normal abilities. Any employee of the Contractor or its subcontractors found in violation of these requirements will be required to permanently leave District premises and the Contractor shall not thereafter re-employ such person on the Project or permit such person to be present on or at any of the Project Sites. The Contractor shall include the foregoing provisions of this Section in all contracts with subcontractors and others performing any of the Installation Work or providing labor, materials or services related to the Installation Work, and each shall provide a copy of such provisions to its employees on the Project. In addition, the Contractor must complete, execute, and submit to the District the “Certification of Drug-Free Workplace” form included in the Required Contract Forms.

Section 11.7 Compliance with Labor Code Requirements. The Project is a “public works project” as defined in Section 1720 of the California Labor Code (“Labor Code”) and, therefore, is subject to Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 *et seq.* (collectively, “Labor Laws”). 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 other provisions of the Labor Laws that require the payment of prevailing wage rates and the performance of other requirements on public works projects. The Contractor acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). The Contractor, at no additional cost to the District, must: (i) comply with any and all applicable requirements of the Labor Laws, including, without limitation, requirements for payment of “prevailing wages,” inspection and submittal (electronically, as required) of payroll records, interviews of worker(s), *et cetera*; (ii) ensure that any and all subcontractors working under the Contractor are aware of and comply with applicable provisions of the Labor Laws; (iii) in connection with Labor Laws compliance matters, cooperate with the DIR, the District and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A contractor or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation 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 Sites. The District will withhold payment to the Contractor necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Contractor shall be solely responsible for compliance therewith:

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



Section 11.8 Requirements for Payroll Records. The Contractor must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. 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 business 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 1771.1. Timely provision by the Contractor of certified payroll records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Contractor pursuant to the Contract.

Section 11.9 Registration of Contractors and Subcontractors with DIR.

Subsection 11.9.1 General Requirements. No contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Subsection 11.9.2 Registration Requirements Applicable to Project. The Contractor shall be responsible for ensuring that it and all of its subcontractors are currently and properly registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Prior to commencing the Installation Work, the Contractor must complete, execute, and submit to the District the "Certification Regarding Contractor Registration" form included in the Required Contract Forms. Notwithstanding anything to the contrary, if at any time during the performance of the Installation 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.

Section 11.10 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.



Section 11.11 Assignment of Anti-trust Claims. In accordance with Public Contract Code Section 7103.5, the Contractor, in entering into the Contract, hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action Contractor may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. Such assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the Parties.

PART 12: DISPUTE RESOLUTION

Section 12.1 Governing Law and Venue. The Contract and all rights and obligations arising out of it shall be construed and enforced in accordance with the laws of the State of California, notwithstanding any choice of venue, conflict of laws, or other provision of any federal, State of California, or other law. Each mediation, arbitration, litigation, and other proceeding that arises from the Contract shall be commenced and conducted only in the County of Nevada, California.

Section 12.2 Dispute Resolution Procedures.

Subsection 12.2.1 Summary of Applicable Laws. Public Contract Code Sections 9204 and 20104 *et seq.* (collectively, the “Dispute Resolution Provisions”) set forth statutory requirements applicable to contractor claims arising or resulting from public works projects (each a “Claim”). The Dispute Resolution Provisions require that each Claim be in writing, served on the public agency by registered mail or certified mail with return receipt requested, and supported by reasonable documentation of the basis for the Claim. To the extent provided in Public Contract Code Section 9204, a prime contractor may file Claims on behalf of its subcontractors of any tier. The public agency shall respond in writing to each Claim 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 Dispute Resolution Provisions specify additional requirements if the public agency does not timely respond or if the claimant disputes the response. The public agency shall pay any undisputed portion of a Claim as required pursuant to the Dispute Resolution Provisions. If the contractor disputes the public agency’s response to a Claim, or the public agency does not timely respond to a Claim, the contractor may submit to the public agency a written demand to meet and informally confer regarding settlement of the Claim. In such event, the public agency shall schedule such meeting to occur within thirty days following receipt by the public agency of the written demand. If, following such meeting, any portion of the Claim remains in dispute, the contractor and public agency shall submit the Claim to non-binding mediation as required by the Dispute Resolution Provisions. If a claim for \$375,000 or less remains in dispute following such mediation, and a civil action is commenced to resolve the Claim, judicial arbitration shall be required pursuant to Public Contract Code Section 20104.4. The Contractor should review Public Contract Code Sections 9204 and 20104 *et seq.* if the Contractor desires additional details regarding the Dispute Resolution Provisions.

Subsection 12.2.2 Applicability of Dispute Resolution Provisions. The Dispute Resolution Provisions are hereby incorporated by this reference and shall apply to Claims arising or resulting from the Contract and asserted by the Contractor, either directly or on behalf of any of its subcontractors. The Contractor must file any and all Claims prior to submitting to the District an application for Final Payment.



Section 12.3 Fees, Costs, and Expenses. With respect to each dispute between or involving the Parties, and each mediation, arbitration, litigation and other proceeding, that arises from the Contract, each Party be responsible for paying its own attorneys' fees and other legal costs and expenses.

Section 12.4 Continuation of Performance. Notwithstanding anything in the Contract Documents to the contrary, if any disputes arise from the Contract (including, without limitation, any dispute between the Contractor and any subcontractor or other third party), then: (i) the Contractor shall not cease performance of the Installation Work; (ii) the District shall continue to pay to the Contractor all undisputed amounts due pursuant to this Agreement; and (iii) each Party, as applicable, may pursue any and all other remedies permitted pursuant to the Contract and applicable law. If a dispute relates to how any particular portion of the Installation Work should be performed, the Contractor must perform that portion of the Installation Work as directed by the District, Architect or Inspector. A failure by the Contractor to continue the Installation Work notwithstanding a dispute arising from the Contract shall constitute a material breach of the Contract.



**EXHIBIT H
MASTER SCHEDULE**

No.	District Facility	Construction Period (see note 1 below)	Staggered Commencement (see note 2 below)
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3			
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Note 1: The Construction Period is the maximum number of days permitted to complete all work at a Project Site.

Note 2: The Staggered Commencement for a Project Site is the number of days between commencement of work at that Project Site and the date work is first commenced at any of the Project Sites.

**EXHIBIT I****CONTRACT AMOUNT****1. Compensation Amount.**

Subject to the other provisions of this Agreement, and in exchange for the full and satisfactory completion of all of the Installation Work, the District shall pay to the Contractor the fixed and all-inclusive total compensation of _____ and 00/100 Dollars (\$ _____ .00).

2. Payment Procedures.

The Contractor must submit monthly Progress Payment Applications to the District that, for each District Facility, shall specify the percentage of the Work completed at such District Facility and, based on the Schedule of Values), the portion of the total Contract Amount payable in connection with such Work. Prior to submitting each such monthly Progress Payment Application, the Contractor must obtain the District's approval of the percentage of Work completed at each District Facility, which determination shall include consideration of the Contractor's close-out obligations. The amount invoiced by the Contractor, with respect to any particular District Facility, shall be based on the percentage of Work completed at such District Facility and the portion of the total Contract Amount allocated to the Work at such District Facility, as set forth in the Schedule of Values. In no event shall the Contractor be entitled to submit any Progress Payment Applications for, or the District be required to pay for, materials and/or equipment unless and until incorporated into the completed portions of the Work; provided that the District in its sole discretion may agree to pay for equipment prior to incorporation of that equipment into the Work if and only if such equipment has been insured for not less than its full replacement value and: (i) has been stored and secured in bonded warehouse; or (ii) has otherwise been stored and safeguarded as agreed by the District in its sole discretion. However, regardless of any such payment by, and resultant transfer of title to, the District, the Contractor shall remain fully responsible and liable for the equipment until acceptance of the Work by the District. Notwithstanding anything to the contrary, all amounts payable to the Contractor other than the Final Payment shall be subject to withholding of retention as specified in this Agreement, and the District's obligation to pay the Final Payment to the Contractor is subject to, among other provisions of this Agreement, Sections 7.4 and 7.9 of the General Provisions.



EXHIBIT J

REQUIREMENTS FOR CONTRACTOR INSURANCE

1. Insurance a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all applicable requirements of this Exhibit J shall be deemed and construed as a condition precedent to the Contractor commencing any portion of the Installation Work. However, in no event shall the Contractor's compliance, failure to comply, or failure to timely comply, with the requirements of this Exhibit J be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirements to timely commence and complete the Installation Work. The Contractor shall be responsible for all damages and costs incurred by the District arising from any failure by the Contractor to comply or to timely comply with the requirements of this Exhibit J.

2. Commercial General Liability Insurance. The Contractor must obtain and maintain a policy of broad-form commercial general liability insurance, written on an "occurrence" basis ("modified occurrence" and "claims-made" are not acceptable), providing coverage for all activities related to or undertaken in connection with the Installation Work ("Liability Policy"). Unless expressly agreed by the District in writing, the Liability Policy must at a minimum include or be endorsed to include coverage for: (i) bodily injury, disease, sickness and death; (ii) property damage (broad form); (iii) premises/operations liability; (iv) products-completed operations liability; (v) explosion, collapse and underground (XCU) (i.e., exclusion deleted); (vi) personal and advertising injury; (vii) sudden or accidental discharge of contaminants or pollutants; (viii) contractual liability assumed by the Contractor pursuant to the Contract Documents; and (ix) independent contractor's liability. If an aggregate limit applies to the Liability Policy, not less than "Project Specific Aggregate" specified below in this Section shall apply specifically to the Project and this Agreement. The Contractor must keep the Liability Policy in full force and effect for at least one (1) year after the date of Final Payment to the Contractor pursuant to Section 7.9 of the General Provisions or the Project Acceptance Date, whichever occurs later, to ensure that coverage for products-completed operations remains in effect for at least such one-year period. In addition to any other applicable requirements, the Liability Policy shall provide insurance with coverage limits not less than:

Per Occurrence (combined single limit)	\$2,000,000
Project Specific Aggregate	\$4,000,000
Explosion, Collapse & Underground	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products-Completed Operations	\$1,000,000
Excess Liability	\$4,000,000

3. Vehicle Liability Insurance. The Contractor must obtain and maintain a policy of business automobile liability insurance with a combined single limit, per occurrence, of not less than \$1,000,000 ("Vehicle Liability Policy"). The Vehicle Liability Policy shall provide coverage for owned, hired, borrowed, and non-owned vehicles.

4. Workers' Compensation Insurance. The Contractor and each of its subcontractors must obtain and maintain: (i) workers' compensation insurance in accordance with Section 3700 *et seq.* of the Labor Code and other applicable Legal Requirements ("Workers Compensation Policy"); and (ii) employers' liability insurance with limits of not less than \$1,000,000 per incident ("Employer Liability Policy"). Prior to commencing the Installation Work, the Contractor must



execute and provide to the District the “Certification Regarding Workers Compensation” form included in the Required Contract Forms.

5. Professional Liability Insurance. In connection with the Contractor having responsibility, whether directly or acting through any consultant or subcontractor, for any design, engineering or other professional services in accordance with the Contract Documents, the Contractor must obtain and maintain a policy of professional liability (errors and omissions) insurance (“Professional Liability Policy”) providing coverage in an amount not less than \$1,000,000 for each claim and in the aggregate. Notwithstanding anything else to the contrary: (i) the Contractor must have the Professional Liability Policy in full force and effect prior to commencing any such professional services; (ii) each renewal or replacement of the Professional Liability Policy must have a retroactive date that is prior to the date the Contractor commenced any such professional services; and (iii) the Contractor must keep the Professional Liability Policy in full force and effect for not less than the two-year period commencing on the Substantial Completion Date and, if the Professional Liability Policy will not so remain in effect, the Contractor must obtain at its cost a supplemental extended reporting period (i.e., tail) applicable to the Professional Liability Policy that keeps such coverage in effect for the remainder of such two-year period. The Contractor’s obligations pursuant to the foregoing clause (iii) shall survive completion of the Installation Work and/or termination of this Agreement.

6. Contractor All-Risk Insurance.

(a) The Contractor must procure a policy of builder’s all-risk insurance, written on a non-reporting, completed value basis, providing coverage in an amount not less than the greater of: (i) the full estimated replacement cost of the District Facility at which the Installation Work is being performed, assuming that the Installation Work had been completed; or (ii) the Contract Amount (“Contractor All-Risk Policy”). The Contractor All-Risk Policy must apply, at a minimum, to: (i) completed Installation Work and each District Facility as improved by the Installation Work; (ii) Installation Work in progress; (iii) temporary structures and improvements; (iv) materials, supplies and equipment stored on the Project Sites; (v) materials, supplies and equipment stored at off-site locations or in transit; and (vi) operational and performance testing, commissioning, and start-up.

(b) The Contractor All-Risk Policy must cover: (i) losses arising from all sudden, accidental, and unforeseen causes including, without limitation, fires, windstorms, lightning, explosions, theft, collapse, and water damage; (ii) costs associated with clean-up, demolition, repair or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering and other professional services; and (iii) all ensuing losses attributable to causes of loss excluded under the Contractor All-Risk Policy, including, without limitation, faulty design or workmanship. The Contractor All-Risk Policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft, including, without limitation, theft of materials not then incorporated into the Installation Work. Any exclusion of losses attributable to faulty design or workmanship shall not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

(c) The foregoing provisions of this Section 6 shall not be deemed or construed to require that the Contractor All-Risk Policy include earthquake and flood insurance coverage.

(d) The Contractor All-Risk Policy must name or be endorsed to name the District and the Contractor as loss payees (or, if applicable, additional insureds), including, without limitation, for the purposes of any tax-exempt bond proceeds used to fund the Project, and the District shall for such purposes be deemed the owner of all work and materials on the Project



Sites or stored for use on the Project Sites. The payment by the District of Progress Payments and/or the Final Payment, in and of itself, shall not be deemed or construed to: (i) create an insurable interest for the District; or (ii) relieve the Contractor of responsibility it otherwise may have for losses arising from any direct physical loss, damage, or destruction of any of the Installation Work or the Project in accordance with the Contract.

7. Umbrella Coverage. The District, in its sole discretion, may approve or disapprove of a request by the Contractor to satisfy portions of the coverage requirements for the Insurance Policies specified in this Exhibit J (excluding the Workers Compensation Policy) by means of additional umbrella policy of insurance. Any such umbrella policy must: (i) follow the form of the underlying Insurance Policies, including, without limitation, with respect to coverage of additional insureds, waiver of subrogation, and primary/noncontributory coverage; (ii) provide coverage at least as broad as the underlying Insurance Policies; and (iii) provide coverage in excess of the coverage of the underlying Insurance Policies, without gaps in coverage limits, including, without limitation, in the event of a reduction or exhaustion of the limits of the underlying Insurance Policies. The District must be named as an additional insured pursuant to the umbrella policy. In no event shall: (i) the aggregate coverage (including umbrella) be less than the coverage that would otherwise be available pursuant to the separate policies specified in this Exhibit J; or (ii) terms of coverage be impaired or otherwise provide less protection than would otherwise be available pursuant to the separate policies specified in this Exhibit J. The District may impose any other conditions or requirements on or for the umbrella policy that the District determines are reasonable.

8. Contractor Insurance Shall be Primary. The coverages provided by each of the Liability Policy, Vehicle Liability Policy, Contractor All-Risk Policy, and any excess and/or umbrella policy shall be primary and not contributing with respect to any insurance or self-insurance programs covering the District, the District Board, any individual members of the District Board, or the District's officers, employees, agents or consultants.

9. Insurer Standards. Each Insurance Policy must be issued by an insurer that is licensed to do business in the State of California and that has, as determined by the A.M. Best Company, a "Financial Strength Rating" of not less than "A-" (A minus), a "Ratings Outlook," if assigned, of either stable or positive, and a "Financial Size Category" of not less than "VII."

10. Designation of Additional Insureds. The Liability Policy and the Vehicle Liability Policy each must name or be endorsed to name each of the District Indemnitees as an additional insured. Each endorsement specifying any additional insured must be ISO Form CG 2010 11/85 or an equivalent endorsement reasonably acceptable to the District. For purposes of this Section, and without otherwise limiting the District's discretion to determine an equivalent to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable equivalent to ISO form CG 2010 11/85. Each additional insured endorsement shall include a "primary insurance clause" stating to the effect that: "The insurance afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by the additional insureds shall be excess and non-contributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as the coverage provided to the Contractor and may not contain any additional exclusionary language or limitations applicable only to the additional insureds.

11. Cross-Liability and Waivers of Subrogation. Each of the Liability Policy, Vehicle Liability Policy, and Contractor All-Risk Policy must: (i) be endorsed with a cross-liability endorsement (separation of insureds) and include a waiver of the insurer's rights of subrogation



against each person or entity that is an additional insured or loss payee. Each of the Workers Compensation Policy and the Employer Liability Policy must be endorsed to include a waiver of the insurer's rights of subrogation against the District. A waiver of subrogation shall be effective with respect to each applicable person or entity regardless of whether the person or entity: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the applicable insurance; or (iv) has an insurable interest in any property. The Contractor shall indemnify and defend the District in accordance with Part 8 of the General Provisions, against any and all subrogation claims arising from any of the Insurance Policies.

12. Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be solely responsible and liable for paying any and all premiums and other costs incurred in obtaining and maintaining the Insurance Policies, including, without limitation, any and all renewal premiums. The District's written approval, which the District may grant, condition, or withhold in its reasonable discretion, shall be required for the Liability Policy, Vehicle Liability Policy and/or Contractor All-Risk Policy to be subject to a deductible or self-insured retention in an amount that is greater than ten percent of the applicable non-aggregate coverage limit. As a condition to approving any deductible or self-insured retention in excess of such ten-percent limit, the District may require that the Contractor provide to the District a bond guaranteeing payment of the deductible or self-insured retention, and associated administrative and legal costs and expenses. Each Certificate of Insurance (defined in Section 13 of this Exhibit J) that evidences an Insurance Policy that is subject to a deductible or self-insured retention must specify each such deductible and self-insured retention, and the amount thereof. The Contractor shall be solely responsible and liable for payment or other satisfaction of any and all such deductibles and self-insured retentions. However, each Insurance Policy subject to any deductible or self-insured retention shall provide, or be endorsed to provide, for payment or satisfaction of the deductible or self-insured retention by the District in the event of Contractor's insolvency or other inability to pay or satisfy the deductible or self-insured retention. Without limiting anything else in this Agreement, the Contractor shall indemnify the District, in accordance with Part 8 of the General Provisions, with respect to any and all claims arising from the premiums, deductibles and/or self-insured retentions associated with the Insurance Policies.

13. Evidence of Coverage. Prior to commencing the Installation Work, the Contractor must provide to the District, for each Insurance Policy required pursuant to this Exhibit J, a certificate of insurance evidencing that the Insurance Policy is in effect (each a "Certificate of Insurance"), together with any and all endorsements to the Insurance Policies required pursuant to this Agreement. Each Certificate of Insurance must certify the names of the insured, any additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. The Contractor must provide to the District an updated Certificate of Insurance for each renewal of an Insurance Policy not less than thirty days prior to any expiration of the Insurance Policy. Each renewal and replacement of any Insurance Policy that, as permitted by this Exhibit J, is written on a "claims made" basis must have a retroactive date that is prior to the date the Contractor was initially required to have such insurance policy in effect pursuant to this Exhibit J. If any Certificate of Insurance associated with an Insurance Policy sets forth language to the effect that it "does not amend, extend or alter the coverage" of the Insurance Policy, or that the coverage available pursuant to the Insurance Policy "is subject to all of the terms, exclusions, and conditions of the policy," then, notwithstanding Section 15 of this Exhibit J, the Contractor must, prior to commencing the Installation Work, provide to the District a certified copy of the Insurance Policy and all associated endorsements, riders, et cetera.



14. Mandatory Notice of Change in Coverage. Subsequent to the Contractor providing evidence of coverage to the District in accordance with this Section 13 of this Exhibit J, the Contractor shall in no event alter the coverage afforded by any Insurance Policy without the advance written consent of the District, which consent the District may deny, withhold, or condition in its reasonable discretion. In addition, the Contractor shall notify the District, in writing, not less than ten days after receipt of notice from its insurer of any cancellation, termination, reduction in coverage, or expiration without renewal of the Insurance Policy, or, in the case of any cancellation for non-payment of premium, not less than five days after receipt of notice from the insurer.

15. District Review and Approval of Insurance Policies. Within ten days of a request from the District, regardless of whether the Installation Work has at such time already been completed, the Contractor must provide to the District a certified copy of each requested Insurance Policy and all associated Certificates of Compliance, endorsements, riders, *et cetera*. No review of any Insurance Policy by the District, and no failure by the District to undertake any such review, shall be deemed or construed to be an assumption of liability by the District or to constitute a waiver of any non-compliance by the Contractor with the requirements of this Exhibit J. The obligations of the Contractor pursuant to this Section 15 shall survive the completion of the Installation Work and any termination of this Agreement.

16. Additional Required and/or Optional Insurance. In addition to maintaining in effect all other insurance coverage required pursuant to this Exhibit J, the Contractor, at all times during the performance of the Installation Work or as otherwise required by any applicable Legal Requirement, shall obtain or otherwise have in effect any and all other insurance coverage that the Contractor is required to maintain in accordance with applicable Legal Requirements. The Contractor also may obtain or otherwise have in effect any and all other insurance coverages that the Contractor determines are necessary in light of prudent business practices, including, without limitation, coverages in excess of the amounts required pursuant to this Exhibit J. The Contractor shall be responsible for obtaining its own insurance coverage for tools, equipment and materials not intended to be incorporated into the Installation Work or the Project. The Contractor shall be solely responsible for any and all premiums, deductibles, self-insured retentions, losses, *et cetera* attributable to any additional required and/or optional insurance coverage described in this Section.

17. Subcontractor Insurance. Upon request of the Contractor, the Parties shall meet and confer to determine appropriate insurance coverage limits for any particular subcontractor as are consistent with the subcontractor's scope/value of work and the potential for loss attributable to same. In the absence of any such request by the Contractor with respect to any subcontractor, or in the event the Parties are unable to agree on appropriate insurance coverage limits for any subcontractor, the policies and limits for that subcontractor's insurance shall be the same as specified for the Contractor in this Exhibit J, except that only the Contractor shall be required to have a Contractor All-Risk Policy in effect. The Contractor shall be responsible for ensuring that each and every one of its subcontractors are insured in accordance with this Section, and for providing all documentation of the subcontractors' insurance coverage (i.e., Insurance Policies, Certificates of Insurance, *et cetera*) to the District within the time(s) required pursuant to this Exhibit J. The Contractor shall indemnify and defend the District, in accordance with Part 8 of the General Provisions, with respect to any and all claims arising from the failure of any subcontractor to obtain and maintain the insurance required pursuant to this Exhibit J. All subcontractor insurance coverage shall be subject to review and approval as described in Section 15 of this Exhibit J.



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

19. Failure to Maintain Required Insurance. If the Contractor or any subcontractor fails to maintain any required Insurance Policy in full force and effect consistent with the requirements of this Exhibit J, the District may purchase or otherwise obtain such insurance and, in such event, the District shall deduct the cost thereof from one or more Progress Payments and/or the Final Payment, without recourse by the Contractor.

20. Insurance Coverage Not a Limitation on Liability. The requirements set forth in this Exhibit J, including, without limitation, the types and limits of insurance coverage specified, are not intended to and shall not in any manner be deemed or construed to limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents. The Contractor shall be solely responsible for paying any loss amount, or portion thereof, that is subject to an applicable deductible or self-insured retention requirement.

EXHIBIT K

REPRESENTATIVES AND CONTACT INFORMATION

1. Authorized District Representatives. The Authorized District Representative is XXXXXXXXXhe primary contact person for the District with respect to administration of this Agreement and the Project. The Authorized Contractor Representatives must contact Mr. Mendiola to obtain his mobile telephone number. Notices and other communications to the Authorized District Representatives should, as applicable, be addressed as follows:

District Contact Information:
Grass Valley School District
Attn: Brian Martinez

With separate copy to:

2. Authorized Contractor Representative. The Authorized Contractor Representatives are: (i) _____; and (ii) _____. _____ is the primary contact person for the Contractor with respect to the administration of this Agreement and the Project. The Authorized District Representatives must contact Ashley Cascio to obtain her mobile telephone number. Notices and other communications to the Authorized Contractor Representatives should be addressed as follows:

Contractor Contact Information:

With separate copy to:

3. Architect Representative. With respect to the Project, there is no Architect or Architect Representative. However, the District has delegated the responsibilities of the Architect as set forth in the Agreement to Mr. _____, whose contact information is set forth in Paragraph 1, above, in this Exhibit K.

