



CONEJO VALLEY UNIFIED SCHOOL DISTRICT
Time and Materials Service Contract
 1400 E. Janss Road, Thousand Oaks, CA 91362

CVUSD Time & Materials
 Contract Form 15100

THIS TIME AND MATERIALS SERVICE CONTRACT (this "Contract") is made and entered into by and between _____ ("Contractor") of _____ (address) and the Conejo Valley Unified School District ("District") on effective date of _____ through June 30, 20____. Contractor and District are individually referred to herein as a "Party" and collectively as the "Parties."

The Parties do hereby agree as follows:

1. The Contractor shall perform "services" on an "on-call" basis at the quoted rates specified herein (Appendix A).
2. Contractor shall commence the work upon notice by the Director of Maintenance and Operations, or designee.
3. Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the work in a workmanlike manner, in accordance with the General Conditions.
4. Payment shall be made upon satisfactory completion of and acceptance of the services, as determined by District in its reasonable discretion.
5. Contractor shall provide a detailed invoice upon completion of the services.
6. Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of (1 year) from the date of acceptance by District.
7. Contractor shall not subcontract any requested services without prior written approval of the District.
8. Contractor shall maintain minimum insurance set forth as:

Commercial General Liability Insurance		Automobile Liability Insurance	
Each Occurrence	\$1,000,000	Combined Single Limit	\$1,000,000
General Aggregate	\$2,000,000	Workers' Compensation	
Products/Completed Operations	\$1,000,000	Statutory & Employers' Liability, Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000	Pollution Liability	
		Required for hazardous materials, waste haulers, pest control	\$1,000,000

9. Contractor acknowledges receipt of the General Conditions and by executing this Contract, agrees to comply with each and every applicable term and condition.
10. Pursuant to the General Conditions, the current Department of Industrial Relations ("DIR") and California Contractor's License registration information is as follows:

DIR Registration Number: _____ Contractor's License # _____
 Expiration Date: _____ Expiration Date: _____

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

 Contractor Signature

 District Authorized Signature

 Print Name

 Print Name

 Title

 Title

 Date

 Date

APPENDIX A

**CONEJO VALLEY UNIFIED SCHOOL DISTRICT
Time and Materials Service Contract**

GENERAL CONDITIONS

The following is a part of and an attachment to the Conejo Valley Unified School District Time and Materials Service Contract.

- 1. GENERAL CONDITIONS FUNDAMENTAL TO CONTRACT.** These General Conditions are a fundamental part of this Contract. By entering into this Contract, Contractor acknowledges that it had an opportunity, prior to contract award, to review and seek from District any desired clarification of these General Conditions. Contractor shall be deemed and construed to have fully read and understood these General Conditions. Moreover, Contractor acknowledges that these General Conditions are applicable to Contractor's subcontractor(s), and, therefore, Contractor shall incorporate these General Conditions, and this entire Contract, into all subcontracts for the work.
- 2. CONTRACTOR SOLELY RESPONSIBLE FOR THE WORK.** Except as expressly provided in the Contract Documents, Contractor shall be solely responsible and liable for: (a) the construction means, methods, techniques, and procedures employed by Contractor in connection with the work; (b) as applicable, the fabrication, procurement, quality, quantity, shipment, delivery, receipt and installation of any materials, equipment, work or services incorporated into the work; (c) safety precautions and/or safety programs required in connection with the work; (d) the failure of Contractor or any of Contractor's subcontractors to carry out the work in accordance with this Contract; and (e) acts or omissions of Contractor or any of Contractor's subcontractors, materialmen, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the work. Without limiting the foregoing, Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the work, and all work shall be solely at Contractor's risk. Contractor shall not be deemed or construed to be relieved, to any extent, from any responsibility for performance of any obligation pursuant to this Contract because such obligation is being or will be performed by Contractor's subcontractor(s).
- 3. DEFAULT BY CONTRACTOR.** To the maximum extent permitted by applicable law, failure to comply with any of the terms and/or conditions of this Contract, including these General Conditions, shall constitute a material default by Contractor and grounds for termination of this Contract. Contractor shall be liable for any and all damages suffered by District due to the failure by Contractor or Contractor's subcontractor(s) to comply with this Contract.
- 4. SUBCONTRACTORS.** All subcontractors shall be approved in writing by DISTRICT and duly and appropriately licensed by the Contractors State License Board. Each subcontract shall (a) bind the subcontractor to the requirements of this Contract, including, but not limited to, these General Conditions, to the extent of the work to be performed by such subcontractor; (b) provide that nothing in the subcontract shall be deemed or construed to constitute a limitation or waiver of any right of District pursuant to this Contract; (c) provide that District is an intended third-party beneficiary of the subcontract; and (d) provide that, upon any termination of Contractor's right to perform the work, District may, in its sole discretion, assume the subcontract in order to continue the work to be performed by such subcontractor. Contractor shall be held responsible for all operations of Contractor's subcontractor(s) and shall require them to maintain California workers' compensation and liability insurance in accordance with this Contract and applicable law. The failure to comply with these provisions shall be cause for termination of this Contract, and, to the maximum extent permitted by applicable law, Contractor shall be liable for any damages suffered by District due to Contractor's failure to comply with these provisions.
- 5. RESTRICTIONS ON CONTRACTORS AND SUBCONTRACTORS.** Contractor and Contractor's subcontractor(s) expressly acknowledge and agree to abide by the following:

 - a. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5;
 - b. No contractor or subcontractor may be awarded a contract for work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5; and
 - c. No contractor or subcontractor may bid or work on a public works project if the contractor or subcontractor is ineligible to do so pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract relating to a public works project entered into by any such debarred party is void as a matter of law, and the debarred party shall not receive any public money for performing work as contractor or subcontractor on any public works project. Contractor shall refund to District any public money that has been paid to a debarred party in connection with the work.
- 6. PREVAILING WAGE RATES.** Contractor shall be deemed and construed to be aware of the requirements of the prevailing wage laws (Labor Code Sections 1720, *et seq.*). Contractor acknowledges and agrees that the work is subject to the prevailing wage laws, and Contractor and Contractor's subcontractor(s) shall adhere to the prevailing wage rate, and all applicable determinations, rules, regulations, notices, and directives made by the DIR pursuant to the Labor Code. Prior to commencing the work, Contractor shall obtain a copy of the prevailing rates of per-diem wages for each craft, classification or type of worker needed to perform the work. Copies of the prevailing wage rates shall also be available at the District offices. Contractor shall post copies of the prevailing wages and all job site notices required by applicable law at Contractor's principal place of business and at the Site. Pursuant to Labor Code Section 1775, Contractor and Contractor's subcontractors shall forfeit, as a penalty to District, not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the prevailing wages as determined by DIR. Contractor acknowledges that the work may be subject to compliance monitoring and enforcement by DIR. Contractor shall comply, at no additional cost to District, with all applicable compliance requirements under the prevailing wage laws, including, but, not limited to, maintenance, inspection and submittal (electronically, as required) of payroll records, and interviewing of records. Contractor shall require Contractor's subcontractors to comply with all compliance requirements at no extra cost to District.
- 7. CERTIFIED PAYROLL.** Contractor and Contractor's subcontractor(s) shall 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 District, the DIR's Division of Labor Standards Enforcement, and DIR's Division of Apprenticeship Standards (including any required electronic submission of records). Payroll records shall include all information required by applicable law, including, but not limited to, name, address, social security number, work week and actual per diem wages paid to each journeyman, apprentice, worker or other employee retained by Contractor in connection with the work. The payroll records shall be certified, maintained

at Contractor's principal offices, and made available as required pursuant to Labor Code Section 1776. Contractor shall inform District of the location at which the payroll records are maintained, including the street address, city, and county, and shall, within five (5) working days, provide a notice of any change of location and address. Contractor and any subcontractor that fails to timely comply with requests for certified payroll records shall forfeit, as a penalty to District, One Hundred Dollars (\$100.00) 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. In addition, Contractor and Contractor's subcontractor(s) shall comply with Labor Code Section 1771.4(a)(3), which relates to providing the payroll records directly to the Labor Commissioner.

8. LEGAL WORK DAY. With limited exceptions Contractor and Contractor's subcontractor(s) shall not permit any person performing any of the work to work more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week. Contractor and Contractor's subcontractor(s) shall forfeit, as a penalty to District, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the work by Contractor or Contractor's subcontractor(s) who is required or permitted to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any calendar week in violation of Labor Code Sections 1810 through 1815. Notwithstanding the foregoing, in accordance with Labor Code Section 1815, Contractor and Contractor's subcontractor(s) may permit a worker to work in excess of eight (8) hours per day, or forty (40) hours per week, if all work in excess of such limits is compensated at a rate not less than one and one half (1½) times the worker's basic rate of pay.

9. APPRENTICES. Contractor and Contractor's subcontractor(s) shall be responsible for compliance with the provisions of law relating to employment of apprentices, including Labor Code Sections 1777.5, 1777.6, and 1777.7. Pursuant to Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed One Hundred Dollars (\$100.00) for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the DIR or from the Division of Apprenticeship Standards of the DIR.

10. COMPLIANCE WITH SAFETY REGULATIONS. It shall be the sole responsibility of Contractor to perform all activities incident to the work in a manner consistent with applicable safety standards and to ensure that all completed and in process work satisfies all applicable safety standards. Contractor is also responsible for obtaining District's rules and regulations pertaining to safety and security, including driving on school grounds, particularly when children are present.

11. PROTECTION OF WORKERS, PROPERTY, AND THE WORK. Contractor shall, at all times during this Contract, have and retain ultimate responsibility for all of the following: (a) keeping the areas at, on and in the vicinity of the Site free of safety hazards arising from performance of, or in any way connected with, the work; (b) performing the work in a manner that ensures the safety of persons and property at, on or in the vicinity of the Site; (c) providing all physical safety measures required in connection with the work required to adequately protect persons and property at, on or in the vicinity of the Site pursuant to any legal requirement or the Contract Documents, or as necessary or advisable based on conditions in which the work will be performed; (d) complying with all applicable safety laws, standards, orders, rules, regulations and other requirements of any federal, State, local or other governmental or quasi-governmental entity with competent jurisdiction, including posting all required information regarding protection of workers and providing all required notices, warnings and disclosures; (e) protecting the work and all materials, equipment and other things to be incorporated into the work or used in connection with the work, whether on or off the Site; and (f) protecting property at, on or in the vicinity of the Site that may be affected by the work, including, but not limited to, structures, streets, sidewalks, gutters, paved areas, utilities, trees, shrubs and lawns that will not be removed or replaced in connection with the work. Without limiting the generality of the foregoing, Contractor shall erect and properly maintain at all times, as required by conditions and progress of the work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life, work, or adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted discretion to act to prevent such threatened loss or injury.

12. ACCIDENTS. Contractor shall file a written report with District in the event of any significant accident (*i.e.*, any major accident regardless of whether any injury or damage occurs, an accident where any person is injured or dies, or any accident in which property is damaged or destroyed). Each accident report shall include all information relevant to the injury or damage, including, but not limited to: (a) identification of the persons injured or the property damaged; (b) the extent or scope of the injury or damage; (c) all known facts regarding when, where and how the incident occurred; (d) identification of, and statements by, all persons who witnessed or were involved in the incident; (e) the weather and other conditions existing at the time and location of the incident; and (f) other information deemed relevant in connection with the incident. Contractor shall provide the accident report to District within twenty-four (24) hours of the incident. In addition, if the incident resulted in the serious injury of any person (something more than a minor cut, scratch or bruise) or substantial damage to any property (estimated to be in excess of Five Hundred Dollars (\$500.00)), Contractor shall contact District immediately by telephone to report the incident.

13. WORKERS.

- A. Contractor shall at all times enforce strict discipline and good order among Contractor's employees. Contractor and Contractor's subcontractor(s) shall not employ any unfit person to perform any portion of the work, or allow any unfit person to be present at, on or in the vicinity of the Site. A person shall be considered "unfit" if the person is not appropriately skilled for the tasks or work assigned to such person (other than designated apprentices working under the supervision of designated journeymen or other authorized supervisors); fails to comply with any rule or requirement in this Contract; creates any safety hazard or unreasonably fails to recognize any apparent safety hazard that might jeopardize that person, other persons or any property; or anyone who is unqualified or not competent to perform services under this Contract in District's sole discretion.
- B. Each person at, on or in the vicinity of the Site for any reason, including, but not limited to, any worker arriving for or departing from his or her work shift, shall at all times act in a courteous and professional manner. Each such person is hereby prohibited from acting in any violent, overly aggressive or other anti-social manner (including, but not limited to, hitting, fighting, yelling or screaming, leering, touching of any other person in a manner that violates any law; using any word or language that is profane, demeaning, derogatory, sexually explicit, misogynistic, racially- or ethnically-biased; making any lewd, obscene or otherwise indecent gestures; and taunting or inappropriately teasing any other person if likely or intended to annoy, harass, anger, or cause any other adverse emotional reaction by or of any person).

- C. No person may bring or keep on or in the vicinity of the Site, or any other place where any portion of the work is to be performed, any weapon, including, but not limited to, any gun, switchblade, or other knife with a blade greater than two (2) inches in length (except that District may permit knives with longer blades if reasonably necessary for performance of the work).
- D. Each person at, on or in the vicinity of the Site on account of the work shall use and/or wear clothing and protective attire (e.g., hard hats, eyewear, work boots, gloves, etc.) as appropriate for the situation and/or the work being performed, and such clothing and attire shall be clean at the start of such person's work shift. No person at, on or in the vicinity of the Site on account of the work may wear any shirt that does not fully cover the person's upper torso and shoulders as an only or as an outer layer of clothing; any tennis, athletic or similar type shoes; any sandals; or any shorts or cutoffs. No person at, on or in the vicinity of the Site on account of the work may wear or display any shirt, pants, hat or other garment, or any necklace, bracelet or other accessory, or any other thing of any nature that depicts, illustrates, states, describes, advertises or promotes any material or message that is obscene, violent, suggestive, derogatory, demeaning, sexual, misogynistic, racially- or ethnically-biased; or any drug, alcohol, tobacco, or other controlled substance.
- E. District may implement requirements for persons present at, on or in the vicinity of the Site on account of the work to wear identification or security badges. In such event, each such person shall comply with all requirements for producing, procuring or obtaining such badges, and each such person shall wear the assigned badge at all times while at, on or in the vicinity of the Site, in a visibly noticeable location on the front, upper body of such person (e.g., by lanyard, clip, etc.), at no additional cost to District.
- F. All District properties, including the Site, are drug-free, alcohol-free and tobacco-free workplaces. Persons at, on or in the vicinity of the Site on account of the work shall not engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal or controlled substance; possess or use any alcoholic beverage; use any legal substance that results or likely will result in serious or significant impairment of normal abilities; or smoke, inhale, chew or otherwise use or consume tobacco products. Upon award of this Contract, Contractor shall complete, execute and submit to the District any and all drug-free, alcohol-free, and tobacco-free workplace certification forms as requested by District. Any failure by Contractor or Contractor's subcontractor(s) to ensure compliance with the requirements of the foregoing provisions shall be deemed and construed to constitute a material breach of this Contract, upon which District, in its sole discretion, may immediately terminate this Contract, without any further compensation to Contractor, and pursue all other rights and remedies it may have against Contractor pursuant to law or this Contract.
- G. No person at, on or in the vicinity of the Site on account of the work shall make any loud and/or unnecessary noises, except loud noises reasonably resulting from performance of the work. No person at, on or in the vicinity of the Site on account of the work may use any radio, portable CD player, or other similar device, regardless of the volume at which it is used; use any I-Pod, MP-3 player or similar device (including if the device is a component of a cellular telephone or similar device) not typically audible to other than the user; or wear any earplugs or headphones for entertainment or other non-work or non-safety purposes. The foregoing shall not be deemed or construed to prohibit the use of cellular telephones, walkie-talkies or other radio-communications devices for communications necessary in connection with the work.
- H. Any person in the employ of Contractor or Contractor's subcontractors, whom District may deem incompetent or unfit, or who otherwise violates the provisions of this Contract, shall be dismissed from the work and shall not again be employed on the work except with the prior written consent of District.

14. LIMITATIONS ON SITE ACCESS. Except as authorized by District, no person not then-required in connection with the performance of the work (including any sales-person, food vendor, or friend or relative of any person otherwise authorized to be present at or on the Site) may enter or remain in or upon the Site. All persons entering onto or exiting from the Site in any personal or work vehicle or equipment shall use only the ingress and egress routes established by District and shall not cross any boundaries established by District.

15. PARKING. District may designate an area at, on or in the vicinity of the Site to be used for parking of personal vehicles and work vehicles and equipment not then being used in connection with the work. If District has designated an on-site or off-site parking area for such purposes, then personal and work vehicles and equipment shall be parked only in that designated parking area. Each person who brings a personal or work vehicle or equipment to the Site shall fully comply with any parking controls and/or program established by District, including any requirements for furnishing license plate information and placing parking stickers on such vehicles or equipment. If District has not designated an on-site or off-site parking area, then no personal or work vehicles or equipment may be parked at or on the Site, except as expressly authorized by District. In no event shall vehicles be parked in the vicinity of the Site in any manner that is illegal or otherwise creates a safety hazard or nuisance. Upon request of District, Contractor shall immediately cause to be relocated any improperly parked vehicle that is owned or used by any person present at the Site on account of the work. No person may bring or keep any personal or work vehicle or equipment on or in the vicinity of the Site that displays any sign, decal, sticker, bumper sticker, or other image that depicts, illustrates, states, describes, advertises or promotes any material or message that is obscene, violent, derogatory, demeaning, sexually suggestive, misogynistic, racially- or ethnically-biased, or any drug, alcohol, tobacco, or other controlled substance. Contractor and/or the individual owners of any personal or work vehicles or equipment at, on or at the Site shall be and remain responsible for the security, safety and condition of such vehicles and equipment. District shall not be responsible or liable for any theft or damage that occurs to any vehicles and/or equipment at, on or in the vicinity of the Site (although any such individual who steals or causes damage may be personally liable).

16. FINGERPRINTS/FINGERPRINT CERTIFICATION. At no additional cost to District, Contractor and Contractor's subcontractor(s) shall comply with the fingerprinting and criminal background investigation requirements of Education Code Sections 44125.1 and 45125.2. If any work is performed at the Site when classes are in session at the Site or when there are school-related activities on the Site, no person shall be permitted access to the Site to perform any work unless such person is identified in Attachment B-1 to a Fingerprint Certification (Attachment B). The foregoing notwithstanding, during such times, Contractor shall comply with the provisions of Education Code Section 45125.2 by either: (a) erecting physical barriers to limit contact with students; or (b) continual supervision and monitoring of personnel at the Site by an employee of Contractor who has been verified by the California Department of Justice as not having been convicted of a violent or serious felony. If Contractor elects the procedure under (b) above, Contractor shall submit a Fingerprint Certification attesting to the Department of Justice verification that such employee has not been convicted of a serious or violent felony and has no felony proceedings pending against her/him. The provisions of Education Code Section 45125.2

notwithstanding, there shall be no surveillance of personnel performing work at the Site by District personnel. The failure of Contractor and/or Contractor's subcontractor(s) to ensure compliance with the provisions of this Section shall be deemed and construed a material breach of this Contract, upon which District, in its sole discretion, may immediately terminate this Contract without any further compensation to Contractor and/or pursue all other rights and remedies District may have against Contractor pursuant to applicable law and/or this Contract.

17. SUPERVISION. Contractor shall provide competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.

18. ASBESTOS AND LEAD PROHIBITION. Contractor shall not use or allow any subcontractor to use any materials containing asbestos or lead, or use or employ in connection with the work any equipment, tools, clothing or other things that contain or incorporate asbestos or asbestos-containing materials, or lead or lead-containing materials. Upon award of this Contract, Contractor shall complete, execute and submit to District the "Certification Regarding Asbestos-Free Materials" and "Certificate Regarding Lead-Free Materials." In the event that Contractor or Contractor's subcontractor(s) incorporate into the work any asbestos or asbestos-containing materials or lead or lead-containing materials, otherwise is responsible for asbestos or lead contamination on, at or in the vicinity of the Site, or otherwise violates the prohibition against asbestos or lead set forth in these General Conditions, then Contractor and, as applicable, Contractor's subcontractor(s) shall be solely responsible and liable for any and all cost and/or delays attributable to correction of the work; any and all investigations, analyses, removals, abatements, decontaminations or other actions necessary to correct the violation; any and all administrative and professional fees; and any injury to any person, and any damage to property arising from the violation.

19. DISCOVERY OF HAZARDOUS MATERIALS. If, during the performance of the work, Contractor or Contractor's subcontractor(s) encounter material believed to be asbestos, polychlorinated biphenyl (PCB), or any other identified or non-identified potentially hazardous material (which has not been rendered harmless and labeled as such), Contractor and Contractor's subcontractor(s) shall immediately stop work in the area affected and report the condition, in writing, to District. The work in the affected area shall not continue or be resumed except by written direction of District and by agreement by Contractor.

20. RELEASES OF HAZARDOUS SUBSTANCES. If Contractor or Contractor's subcontractor(s) dump, pour, spill, bury, place, discharge or otherwise release any hazardous materials, waste or substances into or onto the Site or property in the vicinity of the Site, whether intentionally or otherwise, Contractor shall be solely responsible and liable for any and all costs and/or delays attributable to such release, including, but not limited to, costs of any necessary correction of the work; any and all investigations, analyses, removals, abatements, decontaminations or other actions necessary to correct such release, including, without limitation, costs incurred by District for additional administrative and professional services and for laboratory services, consultants, and contractors; and any injury to any person and/or damage to any property arising or alleged to have arisen from the violation. To the fullest extent permitted by applicable law, Contractor shall indemnify, defend and hold harmless District with respect to any and all costs and other liabilities, including attorneys' fees, arising from any such release.

21. MATERIAL SAFETY DATA SHEETS. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available, employees are trained in the use of MSDS, and MSDS are in a readily accessible place at the Site. This requirement applies to all materials with an associated MSDS per the federal "Hazard Communication" standard or employees' Right-to-Know laws. Contractor is also required to ensure proper labeling and training on any substance brought onto the Site and that any person working with the material (or who is subject to possible exposure by use of the material or contact with the material), is informed of the possible and/or real hazards of the substance, and follows proper handling and protection procedures.

22. EXCAVATIONS DEEPER THAN FOUR FEET. If the work involves digging any trenches or other excavations that extend deeper than four feet (4') below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any material discovered during such excavation that Contractor believes may be hazardous waste; subsurface or latent physical conditions at the Site differing from those indicated in information made available to Contractor before it submitted its bid for the work; or unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. District shall promptly investigate any such conditions identified by Contractor. If District determines that such conditions exist and cause a decrease or increase in Contractor's cost of, or the time required for, performance of this Contract, then District shall issue a change order in accordance with these General Conditions. In the event a dispute arises between the Parties in regard to whether any such condition actually exists, or causes a decrease or increase in Contractor's cost of, or time required for, performance of this Contract, Contractor shall not be excused from completing all work in accordance with the milestones set forth in any construction schedule, but instead shall proceed with all work to be performed pursuant to the Contract Documents. However, Contractor shall retain all rights in such regard as provided by law or this Contract (e.g., dispute resolution provisions).

23. MAIN AND TRUNK LINE UTILITIES NOT IDENTIFIED IN PLANS. In accordance with Government Code Section 4215, if, while performing the work, Contractor discovers utility facilities not identified by District in the Contract Documents, then Contractor shall immediately provide written notice to District and the applicable utility company. The public utility, if it owns the utility facilities, shall have the sole discretion to perform any necessary repairs or relocation work or to permit Contractor to do such repairs or relocation work at a reasonable price. District shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site. District shall be responsible for the timely removal, relocation, or protection of existing main utility facilities located on the Site, if such utilities are not identified by District in the Contract Documents. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such main utility facilities not indicated in the drawings and specifications with reasonable accuracy. Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of District or the owner of the utility to provide for removal or relocation of such main utility facilities. These provisions shall not be deemed or construed to preclude District from requiring changes in the work that will eliminate the need to remove and/or relocate any utility facilities.

24. INDEMNIFICATION. To the fullest extent permitted by California law, Contractor shall at its sole expense indemnify, protect, defend and hold harmless District, its board members, officers, agents, employees, and volunteers from and against any liability (including, but not limited to, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest,

defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse or molestation), death, damage to real property, damage to personal property, theft and loss of personal property, and stop payment notices to the extent the liability arises out of or is in any way attributable to the performance of this Contract by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, Contractor's officers, agents, employees, subcontractors, and materialmen. Notwithstanding anything to the contrary herein, Contractor's obligations under this Section shall apply even if the relevant act or omission is not authorized under this Contract. Contractor's liability under this Section shall not be limited by the insurance limits hereunder. The provisions of this Section do not apply to any damages or losses caused by the sole negligence or willful misconduct of District, its board members, officers, agents, employees, and volunteers. Contractor shall include in any and all subcontracts for the work provisions that require the subcontractor to indemnify, defend and hold harmless District as set forth in this Section.

25. INSURANCE. Before commencement of the work, Contractor shall obtain and have in effect each and every policy of insurance required pursuant to this Contract, including this Section 25. Contractor shall maintain each such insurance policy in full force and effect at all times prior to the work acceptance date (and, as provided herein with respect to certain insurance coverage, for the required period after the work acceptance date).

- A. **Workers' Compensation Insurance.** Contractor shall obtain and maintain a policy of workers' compensation insurance for all of Contractor's employees in accordance with the provisions of Labor Code Sections 3700, *et seq.*, and all other applicable laws and requirements. In case any class of employee is not protected under the workers' compensation laws for any reason, Contractor shall provide adequate coverage as shall be necessary for the protection of such employees. Prior to commencement of the work, Contractor shall sign and file with District a certification regarding insurance for workers' compensation in accordance with Labor Code Section 1861.
- B. **Commercial General Liability Insurance.** Contractor shall obtain and maintain in accordance with these General Conditions a policy of broad-form commercial general liability insurance written on an occurrence basis and providing coverage for all activities related to or undertaken in connection with the work with limits no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which aggregate shall apply specifically and exclusively to the work. Neither modified occurrence nor claims-made policies are acceptable. Unless District expressly agrees otherwise in writing, the commercial general liability insurance shall include, as a minimum, coverage for: bodily injury, personal injury, disease, sickness and death; broad form property damage; advertising injury; premises/operations liability; products, ongoing operations and completed operations liability; explosion, collapse and underground (UCX) (*i.e.*, exclusion deleted); sudden or accidental discharge of contaminants or pollutants; contractual liability assumed by Contractor pursuant to the Contract Documents; and independent contractor's liability.
- C. **Vehicle Liability Insurance.** Contractor shall obtain and maintain in accordance with these General Conditions a policy of business vehicle liability insurance with a combined single limit, per occurrence, of not less than One Million Dollars (\$1,000,000.00) and not less than Two Million Dollars (\$2,000,000.00) in the aggregate. The vehicle liability insurance policy shall include coverage for owned, hired and non-owned vehicles, and shall cover bodily injury, death, and property damage.
- D. **Employer Liability Policy.** Contractor shall obtain and maintain in accordance with these General Conditions a policy of employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per incident for bodily injury and disease.
- E. **Pollution Liability Policy.** If the work involves site clearing, earth moving, trenching and backfilling, erosion and/or sediment control, tree protection and pruning during grading, asphalt paving soils reports, hazardous materials, waste hauling, and/or pest control, then Contractor shall obtain and maintain in accordance with these General Conditions pollution liability insurance with limits no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, or any additional amounts of such insurance as required by regulatory agencies.
- F. **Builder's Risk/Deductible Insurance.** District shall maintain and cause to be maintained fire insurance for direct physical loss or damage excluding earthquake, flood and other perils (copy of owner's policy available upon request) on the work for the insurable value thereof with a deductible clause not to exceed the first Twenty-Five Thousand Dollars (\$25,000.00) of each loss, including items of labor and materials connected therewith, whether in or adjacent to the structure insured; materials in place or to be used as part of the permanent construction; and temporary structures, miscellaneous materials and supplies incidental to the work. District's property insurance does not cover anything not specifically named above and does not include Contractor's tools, tools owned by mechanics, equipment, scaffolding, staging, towers, and forms owned or rented by Contractor or Contractor's subcontractors, the capital value of which is not included in the work. (Contractor and Contractor's subcontractors are responsible for insuring the property until it is accepted for delivery at the Site.) Contractor shall be responsible for any damages and shall insure their interest for payment of damages to the work caused by perils insured by District, up to the Twenty-Five Thousand Dollar (\$25,000.00) deductible, and shall be additionally responsible for any damage to the structure or stored materials if caused by improperly installed or unprotected work of this Contract and any damages to the project, the work, the materials, or Contractor's tools, equipment, scaffolding, staging, towers and forms not covered by District's insurance.
- G. **Contractor Insurance Primary.** The coverages provided by each of the commercial general liability policy and vehicle liability policy shall be primary and not contributing with respect to any insurance or self-insurance programs covering District, its board, board members, officers, employees, agents and/or consultants.
- H. **Insurer Standards.** Each insurance policy required under this Contract shall be issued by one or more insurers licensed to conduct business in the State of California and having an A.M. Best Company rating (*i.e.*, Best's Rating) of not less than an "A," a "Ratings Outlook," if assigned, of either stable or positive, and financial size category of not less than "X." If a "Ratings Outlook" has been assigned to any such insurer that is not either stable or positive, then District may consider the insurer's Ratings Outlook and all other relevant factors in determining whether the insurer is satisfactory, and, if District reasonably determines that there may be a significant risk in accepting an insurance policy issued by such insurer, then, upon request of District, Contractor shall obtain such insurance policy through another insurer that satisfies the standards set forth in this Section.

- I. **Waiver of Subrogation.** The insurance policies required hereunder shall be endorsed to include a waiver of the insurer's rights of subrogation against District. A waiver of subrogation shall be effective with respect to each applicable person or entity regardless of whether the person or entity has a right to indemnification, has an obligation to indemnify any other person or entity, paid any premium for the applicable insurance, or has an insurable interest in any property. Contractor shall indemnify and defend District, including its board, officers, agents, employees and volunteers, against any and all subrogation claims arising from any of the insurance policies.
- J. **Premiums, Deductibles.** 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, but not limited to, any and all renewal premiums.
- K. **Subcontractors.** Contractor shall require in each subcontract for the work that the applicable subcontractor also obtain and maintain insurance coverage consistent with the insurance policies and insurance provisions in these General Conditions. However, if District issues any Specifications or Special Conditions with lesser per-occurrence and/or aggregate limits for a subcontractor's coverage, then those lower limits shall prevail. If District does not issue any Specifications or Special Conditions with lesser per-occurrence and/or aggregate limits for a subcontractor's coverage, then District, in its sole discretion, may approve lesser limits for subcontractors if consistent with a limited scope of work and limited potential for loss attributable to the subcontractor's work, as justified by information provided to District. Contractor shall be responsible for ensuring that any and all subcontractors are insured in accordance with this Contract, and for providing all documentation of the subcontractor's insurance coverage (*i.e.*, certificates of insurance) to District within the timeframes required by District. Contractor shall indemnify and defend District, including its board, officers, agents, employees and volunteers, against any and all claims arising from the failure of any subcontractor to obtain and maintain the required insurance.
- L. **Insurance Certificates.** Except for California workers' compensation insurance, Contractor's certificate of liability documentation shall include Form CG 20 10 11 85 or equivalent naming District as an additional insured on all insurance policies hereunder and shall furnish a thirty (30)-day written notice prior to coverage reduction or cancellation. 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 insured shall be primary insurance, and any insurance maintained by the additional insured shall be excess and non-contributory with the insurance provided hereunder." The coverage provided to the additional insured shall be at least as broad as the coverage provided to Contractor and shall not contain any additional exclusionary language or limitations applicable only to the additional insured.
- M. **Additional information.** Additional information on the instructions for the Certificate of Insurance and Additional Insured Endorsement is listed on Attachment A (Page 17 of 17).
- N. **Insurance Coverage Not Limitation on Liability.** The insurance requirements set forth in this Contract, including, but not limited to, 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 Contractor pursuant to this Contract.

26. COORDINATION WITH OTHER CONTRACTORS. Contractor expressly acknowledges and agrees that other contractors may be performing work on other projects at the Site, while the work is taking place, in which event Contractor shall fully cooperate with District and other contractors while performing the work, at no additional cost to District.

27. COORDINATION WITH DISTRICT AND INSPECTOR: Contractor shall fully cooperate and coordinate with District and the inspector hired by the District on all aspects of the work.

28. INDEPENDENT CONTRACTOR. While engaged in carrying out the terms and conditions of this Contract, Contractor is an independent contractor and not an officer, employee, partner, consultant, agent, joint venturer or other representative of District. In addition, Contractor's subcontractor(s), materialmen, and other persons and entities that furnish any labor, materials, services, goods or other things in connection with the work shall be deemed and construed to be solely and exclusively a representative of Contractor, and not an officer, employee, partner, consultant, agent, joint venturer or other representative of District. Therefore, District shall in no event be responsible or liable for any acts, omissions, liabilities or other obligations of Contractor or Contractor's subcontractor(s), materialmen, or other persons or entities that furnish any labor, materials, services, goods or other things in connection with the work. Except as expressly authorized in writing by District, neither Contractor nor Contractor's subcontractor(s), materialmen, or other persons or entities that furnish any labor, materials, services, goods or other things in connection with the work shall act as an agent or other representative of District, or cause, suffer or permit anyone at any time to have or continue in any such apparent belief.

29. PERMITS AND LICENSES. Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the work.

30. ACCESS TO WORK. District representatives shall at all times have access to the work, wherever it is, in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

31. OCCUPANCY. District reserves the right to occupy buildings or facilities at any time before this Contract is complete. Such occupancy shall not constitute final acceptance of any part of the work covered by this Contract nor shall such occupancy extend the specified date for completion. Warranty begins the day occupied by District.

32. CHANGES. No changes to this Contract shall be made without specific prior written approval by District. Any such amendments to the work, adjustments to the Contract Price or other changes in the Contract requirements shall be memorialized in a change order. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide District with all information requested to substantiate the cost of the change order and to inform District whether the work will be done by Contractor or Contractor's subcontractor(s). In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

33. MARKUPS ON CHANGES TO THE WORK.

- A. Changes Performed by Contractor.** In the event of changes to the work, which changes must be authorized by District in writing and in advance, the markup for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit shall not exceed fifteen percent (15%) of the direct actual costs for performance of the change if such change is performed solely by Contractor.
- B. Changes Performed by Subcontractor.** In the event of changes to the work, which changes must be authorized by District in writing and in advance, the markup for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit shall not exceed twenty percent (20%) of the direct actual costs for performance of the change if such change is performed by Contractor and Contractor's subcontractor(s), or solely by subcontractor(s). The foregoing limitation on markup shall apply regardless of the number of subcontractors, of any tier, performing any portion of such change.

34. ASSIGNMENT. No assignment of this Contract shall be made without the prior written approval of District.

35. WARRANTY. Contractor shall be required to warranty the work, including all work and equipment supplied on this Contract, for a minimum one (1)-year period from date of occupancy or final acceptance by District.

36. CLEAN UP. Debris shall be regularly removed from the Site. The Site shall be free of any and all debris at all times when the work is not actually being performed. Upon completion of the work, all debris and containers shall be removed and the Site left clean.

37. PROGRESS OF THE WORK. Notwithstanding any other provision of the Contract Documents, if Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain the progress of the work, the District may, in its sole discretion, after seventy-two (72) hours' advance written notice of same from District to Contractor, direct, instruct, and authorize a separate contractor selected by District to furnish such materials, labor, equipment, tools and/or services necessary to maintain progress of the work. District may in its discretion deduct the amount of any and all costs, expenses, and/or other charges incurred thereby from the Contract Price then or thereafter due Contractor.

38. RETENTION. In accordance with Public Contract Code Section 9203, District shall not make progress payments in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered. District shall withhold not less than five percent (5%) of the Contract Price until final completion and acceptance of the work. Notwithstanding the foregoing, pursuant to Public Contract Code Section 7200, Contractor shall not withhold from any subcontractor retention in excess of the percentage withheld by District.

39. PAYMENT OF SUBCONTRACTORS. Contractor shall pay any of its subcontractors not later than seven (7) days after receipt of any progress payment, unless otherwise agreed to in writing, the respective amounts allowed Contractor on account of the work performed by subcontractor(s), to the extent of each subcontractor's interest therein, except as otherwise provided in Business and Professions Code Section 7108.5.

40. SUBSTITUTION OF SECURITIES. Upon request and at the sole cost and expense of Contractor, District shall permit substitution of securities in lieu of retention, in accordance with Public Contract Code Section 22300.

41. SECTION INTENTIONALLY DELETED

42. STOP PAYMENT RELEASE BOND. In the event that any stop payment notices are provided to District in relation to the work, then, upon District's request and in District's sole discretion, and in accordance with Civil Code Section 9364, Contractor agrees to give District a release bond, executed by an admitted surety insurer in an amount equal to one hundred twenty-five percent (125%) of the claim stated in the stop payment notice, conditioned for the payment of any amount the claimant recovers in action on the claim, together with court costs if the claimant prevails.

43. COSTS OF ERRONEOUS WORK. If, at any time during the course of the work, Contractor or Contractor's subcontractor(s) performs, or permits the performance of, any portion of the work that is affected by or relates to any provision of the Contract Documents that Contractor knows or reasonably should have known is erroneous, inconsistent, conflicting, ambiguous, omitted, or not sufficiently detailed or explained, or does not conform with any applicable law, ordinance, code, rule, regulation or other governmental requirement, then Contractor shall bear any and all costs arising therefrom, including, but not limited, the cost of correction, without increase or adjustment to the Contract Price or the time for performance, if the work was performed without Contractor having first notified and sought written directive(s) from District or the work was performed contrary in any manner to this Contract.

44. CONTRACTOR CORRECTION OF NON-CONFORMING WORK. District may require that Contractor remove any work, materials and/or equipment that are inferior, defective or otherwise fail to conform to requirements of the Contract Documents, regardless of whether already incorporated into the work, and correct the work using proper materials and/or equipment. Upon request, Contractor shall provide to District such documentary evidence (e.g., invoices, receipts, purchase orders) as reasonably evidences the type and quality of any materials and/or equipment that is to be or has been incorporated into the work. Contractor, without extension of the contract time or increase in the Contract Price, shall be solely responsible and liable for all costs of such removal and replacement, as well as all other costs to bring the work into compliance with the Contract Documents. If Contractor fails to timely remove and replace any inferior or defective materials and/or equipment, or fails to otherwise bring the work into compliance with the Contract Documents, District may do so, and the cost thereof shall be charged to Contractor and/or deducted from amounts otherwise payable to Contractor pursuant to this Contract. If District is required to undertake any such actions, then District may sell any materials that it removes from the work and, if any, the proceeds thereof less District's costs of sale, transport, etc., shall be a credit that will offset monies withheld from Contractor.

45. ASSIGNMENT OF CLAIMS. Pursuant to Public Contract Code Section 7103.5 and Government Code Section 4552, Contractor and Contractor's subcontractor(s) hereby acknowledge and agree that by entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor and Contractor's subcontractor have offered and agreed to assign to District all rights, title, and interest in and to all causes of action Contractor and Contractor's subcontractor(s) may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et

seq.), arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the Parties.

46. LIMITATION OF CONTRACTOR LIABILITY. In accordance with Public Contract Code Section 7105, Contractor shall not be liable for damage to the work in excess of five percent (5%) of the Contract Price caused by an earthquake in excess of 3.5 on the Richter Scale or a tidal wave, provided that the work damaged was built in accordance with accepted and applicable building standards, the drawings and specifications, and all other Contract Documents.

47. LIMITATION OF DISTRICT LIABILITY. In no event shall District be liable in contract or tort for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Contract.

48. REPRESENTATIONS AND WARRANTIES. Contractor hereby represents and warrants to District that: (a) Contractor is currently authorized and qualified to conduct business in the State of California and the County of Ventura, and Contractor will remain in good standing in the State of California and the County of Ventura for the entire term of this Contract; (b) Contractor has carefully examined this Contract, including the Contract Documents; is familiar with the work; and has the expertise, personnel, and resources to timely and properly conduct the work; (c) Contractor has the right, power, and authority to enter into this Contract, and to perform its obligations hereunder; (d) this Contract constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally; (e) this Contract does not violate any provision of any material agreement or document to which Contractor is a party or by which Contractor is bound; (f) there are no lawsuits, claims, suits, proceedings, or investigations pending or, to Contractor's knowledge, threatened against Contractor arising out of or concerning Contractor's performance under this Contract, and there are no suits, actions, or proceedings pending, or to Contractor's knowledge, threatened against Contractor which question the legality or propriety of the transactions contemplated hereunder; and (g) the person signing this Contract on behalf of Contractor has been duly authorized by Contractor to sign, and thereby bind Contractor to this Contract. All representations and warranties of Contractor shall survive the term of this Contract for a period of two (2) years. Contractor shall be in material default if Contractor is unable to make the representations and warranties hereunder as of the Effective Date.

49. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contract Code Section 9201, District shall provide Contractor timely notification of the receipt of any third-party claim relating to this Contract. District shall be entitled to recover its reasonable costs incurred in providing such notification.

50. STATE REVIEW AND AUDIT OF RECORDS. In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy all work records for public works contracts in excess of Ten Thousand Dollars (\$10,000.00) during the three (3)-year period following final payment to Contractor. Moreover, District, Division of State Architect, State Allocation Board and Office of Public School Construction may all have the right to examine, review, audit and/or copy work records during the four (4)-year period following final payment to Contractor. Therefore, Contractor shall preserve and retain all work records for a period of four (4) years commencing upon final payment to Contractor or, if an examination, review or audit is commenced but not completed within such four (4)-year period, until such examination, review or audit has been completed. Upon request, Contractor shall promptly make the work records available for the purposes described herein at all reasonable times during the period Contractor is required to preserve and maintain the work records. To the maximum extent permitted by applicable law, Contractor shall be liable for any damages suffered by District due to Contractor's failure to comply with these provisions. For the purposes of this Section, "work records" means all significant documentation related to the work, including, but not limited to, copies of this Contract, the Contract Documents, any change orders, field directives, conditional waiver, unconditional waiver, *etc.*

51. RESOLUTION OF CONSTRUCTION CLAIMS. The provisions of Public Contract Code Section 9204 are incorporated herein by reference and, to the fullest extent required by applicable law, shall govern any and all claims by Contractor and Contractor's subcontractor(s) relating to the work. In sum, Public Contract Code Section 9204 provides the following: Contractor and Contractor's subcontractor(s), as applicable, shall provide to District a written claim for any time extension or any payment in dispute, with the claim submitted by registered or certified mail with return receipt requested and accompanied by reasonable documentation to support the claim; upon receipt of any such claim, District shall review the matter and provide a written response within forty-five (45) days (unless more time is required to accommodate a District board meeting); District shall pay any undisputed amount within sixty (60) days of providing its written response; if Contractor or Contractor's subcontractor(s) disagrees with District's written response then the Parties shall meet and confer to attempt to resolve the dispute; and, if the informal meet and confer fails to resolve the matter, then the matter shall be submitted to nonbinding mediation. The provisions of Public Contract Code Section 9204 shall only be in effect until January 1, 2020, unless a later statute extends that date. To the extent that any claims are not resolved by the procedures set forth in Public Contract Code Section 9204, the claims shall be resolved by the procedures set forth in Public Contract Code Sections 20104, *et seq.*, as those provisions may be amended from time to time.

52. TERMINATION BY DISTRICT FOR CAUSE. Contractor shall be in default of its obligations pursuant to this Contract, and District may terminate Contractor's right to perform the work for cause, if: (a) Contractor refuses or fails to perform the work or any component thereof in accordance with this Contract, including, but not limited to, the Contract Documents; (b) Contractor refuses or fails to perform any portion of the work within the time required; (c) the work is not, or reasonably will not be, fully completed within the contract time; (d) Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers and/or proper materials; (e) Contractor persistently or repeatedly is absent from the Site without reasonable excuse; (f) Contractor fails to timely and fully pay any subcontractors, materialmen, or other persons or entities the funds to which they are entitled in connection with the work; (g) Contractor or any subcontractor, materialman or other person or entity that furnishes labor, materials, services or other things in connection with the work unreasonably, persistently or repeatedly disregards any one or more laws, ordinances, rules, regulations, or orders of governmental entities with competent jurisdiction; (h) Contractor becomes the subject of any voluntary or involuntary bankruptcy proceeding, assigns any significant portion of its assets for the benefit of its creditors, any court determines or declares that Contractor is bankrupt or insolvent, or a trustee or receiver is appointed to manage or otherwise control Contractor's assets; or (i) Contractor or any subcontractor, materialman or other person or entity that furnishes labor, materials, services or other things in connection with the work violates any of the material provisions of this Contract. A termination pursuant to this Section shall be effective upon such date set forth in District's notice of termination for cause. Notwithstanding a termination pursuant to this Section, 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 work performed prior to the termination; the costs to perform all work

remaining after the termination; and any and all damages incurred by District as a result of Contractor's default and/or termination pursuant to this Section.

53. TERMINATION BY DISTRICT FOR CONVENIENCE. District, for any reason and without need for cause, may terminate the work in whole or, from time to time, in part, regardless of the circumstances resulting in termination. For example, and not as a limitation of District's right to terminate for convenience, District may determine that termination is necessary because funding or other approvals have been rescinded, necessary funding is or becomes unavailable, the Project is substantially damaged or destroyed, a governmental authority stops the work for an indeterminate amount of time, a ruling by a court or governmental agency significantly and adversely affects the work, or the work is stopped or is made impractical or infeasible for some other reason. A termination pursuant to this Section shall be effective upon such date set forth in District's notice of termination for convenience. Notwithstanding a termination pursuant to this Section, 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 work performed prior to the termination.

54. DECLARING CONTRACTOR NON-RESPONSIBLE. Without limiting any other rights District may have, if Contractor defaults on its obligations pursuant to this Contract, then District, in its sole discretion, may initiate proceedings to declare Contractor a non-responsible bidder for a period of up to five (5) years from the date of such declaration or any other period authorized by applicable law.

55. FORCE MAJEURE. Contractor shall be excused from performance under this Contract during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism; epidemic, quarantine; strike, lockout, labor dispute, oil or fuel shortage, freight embargo; rationing of equipment, materials, products, plants or facilities; commandeering of equipment, materials, products, plants, or facilities by the government; or similar matters when satisfactory evidence thereof is presented to District as soon as reasonably practical, but in no event later than ten (10) calendar days after the commencement of the force majeure event. District shall extend the time for notification of a force majeure event and for any delayed performance when, in its reasonable discretion, District determines good cause exists therefor.

56. SUBMITTALS; SUBSTITUTIONS. Contractor must submit, for District's prior written approval, the brand name, model number (including drawings and specifications) or other relative information on any proposed product, material, or equipment to be furnished by Contractor for the work. Except as the Contract Documents expressly provide, any material, product, service or thing described in the Contract Documents as being required in connection with the work and designated by specific brand or trade name shall be deemed and construed to set forth the minimum requirements for such specified item and to be followed by the words "or equal." Contractor may offer in place of any specified item any substitute item that Contractor can demonstrate, to District's satisfaction, is equal or better in all material respects to the specified item and that will adequately and fully accomplish the intended aesthetics, purposes and functions of the specified item. All requests for substitution must be in writing to District. Notwithstanding the foregoing, District shall in no event be required to permit substitution of any sole-source item that, in accordance with Public Contract Code Section 3400, was specified in order to field test or conduct an experiment to determine the suitability of the specified item for future use; match other products in use on a particular public improvement either completed or in the course of completion; obtain a necessary item that is only available from one source; or respond to an emergency. In no event shall Contractor substitute any item in place of a specified item unless and until Contractor obtains District's written approval of the substitution. In the event of any substitution, Contractor shall be responsible for any redesign costs required by the substitution, and any other costs incurred by District, including, but not limited to, DSA fees. District may deduct those costs from amounts owed to Contractor. In the event that any approved substitution is less costly than the specified item, Contractor shall credit District one hundred percent (100%) of the net difference between the specified item and the substitute.

57. LABOR, MATERIAL PAYMENT AND PERFORMANCE BONDS. In accordance with Civil Code Section 9550, if the Contract Price is in excess of Twenty-Five Thousand Dollars (\$25,000.00), then prior to commencement of the work, Contractor shall obtain and deliver to District (a) a labor and material payment bond to ensure satisfaction of any claims of material suppliers and of laborers employed in connection with the work, and (b) a performance bond to ensure faithful and timely performance by Contractor of its obligations under this Contract. The bonds must (c) be in a form and content acceptable to District, (d) name District as the entity to which Contractor and its surety are bound, (e) be issued by an admitted surety insurer under California law, (f) not have a stated expiration date, (g) remain in effect at all times that Contractor has any obligations under this Contract, (h) be in a penal sum equal to one hundred percent (100%) of the Contract Price, provided, however, that if the Contract Price is increased in accordance with this Contract, then, within five (5) calendar days after such increase, Contractor shall increase the amount of the applicable bond to equal the total increased Contract Price; and (i) be signed by the duly-authorized representatives of both Contractor and surety, with both signatures notarized. In addition to the payment bond and performance bond, District reserves the right to require Contractor to obtain a maintenance bond for coverage of defective work or materials discovered after completion of the work. Any such maintenance bond shall comply with the payment bond and performance bond requirements set forth herein.

58. DIVISION OF STATE ARCHITECT. If the work is subject to the jurisdiction of the Division of State Architect ("DSA"), then the work shall be subject to inspection by the District's inspector retained under DSA regulations, who shall have access at all times to the work, whether in place or in progress.

59. CONFIDENTIALITY. Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the work to the extent allowed by applicable law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

60. NO DISCRIMINATION. In connection with this Contract and the performance of the work, including, but not limited to, in regard to their employment practices and retention of apprentices, Contractor and Contractor's subcontractor(s) of every tier shall comply with, and shall not discriminate or provide preferential treatment in violation of, any and all applicable federal, State and other anti-discrimination laws, rules, regulations and requirements, as amended from time to time, including, but not limited to, Government Code Sections 12900, *et seq.*; Government Code Sections 11135, *et seq.*; Labor Code Sections 1101, *et seq.*; Labor Code Section 1735; Civil Code Sections 51, *et seq.*; the Federal Civil Rights Act of 1964 (42 U.S.C. Sections 2000e, *et seq.*); the Americans With Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*); the Age Discrimination in Employment Act (29 U.S.C. Sections 621, *et seq.*); the Rehabilitation Act of 1973 (29 U.S.C. Sections 701, *et seq.*); Presidential Executive Order 11246; and any and all applicable Board policies (including, but not limited to, BP 0410).

61. CONFLICTS OF INTEREST. For all purposes of this Contract, District and its representatives, inspectors and each of their officers, employees, consultants and sub-consultants, are solely and exclusively representatives of District and are not and shall not be a partner, officer, employee, agent or representative of Contractor or Contractor's subcontractor(s), materialmen, or other persons or entities that furnish any labor, materials, services, goods or other things pursuant to this Contract. Contractor shall not solicit or offer any act, compensation or other consideration of any type or form, from or to any such District representative, or act in any other manner that would result in, or create the appearance of, a conflict of interest for any such District representative. Contractor shall promptly inform District of any contract, arrangement, or interest that Contractor may enter into or have during the performance of this Contract that might appear to conflict with District's interests, and shall take all reasonable measures as necessary in the performance of this Contract to avoid and prevent actual conflicts of interest. District shall, in its sole discretion, determine the existence of a conflict of interest and, after providing Contractor with a written notice describing the conflict, may terminate this Contract in the event that such a conflict exists.

62. TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Contract. Unless business days are expressly provided for, all references to "days" in this Contract shall refer to consecutive calendar days. If any date or time period provided for in this Contract is or ends on a Saturday, Sunday, or federal, state, legal or District holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday, or federal, state, legal or District holiday.

63. ATTORNEYS' FEES. In the event of any action or proceeding, brought by either Party against the other Party pursuant to this Contract, the prevailing Party shall be entitled to recover all costs and expenses, including the reasonable fees of its attorneys, incurred for prosecution, defense, consultation or advice in such action or proceeding, including, but not limited to, the cost of expert witnesses, and attorney preparation, investigation, and discovery. In awarding attorneys' fees, the court will not be bound by any court fee schedule but shall, if it is in the interest of justice to do so, award the full amount of cost, expenses, attorneys' fees paid or incurred in good faith. This Section shall not be applicable to the alternative dispute resolution set forth in Public Contract Code Sections 9204 and 20104, *et seq.*, until such time, if ever, that the case is assigned to judicial arbitration by a court of competent jurisdiction or, if not assigned for judicial arbitration, when the case is heard before a court of competent jurisdiction.

64. PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any provision is not inserted or is not inserted correctly, upon application of either Party, this Contract shall forthwith be physically amended to make such insertion or correction.

65. SEVERABILITY. If any provision of this Contract shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Contract shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by applicable law.

66. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except for having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or electronic submission provided that original executed counterparts are delivered to the recipient within the next two (2) business days.

67. GOVERNING LAW; VENUE. This Contract shall be construed in accordance with the laws of the State without regard to conflicts of law. Venue for any legal action or proceeding relating to this Contract shall lie exclusively in the superior courts of the County of Ventura or the County of Santa Barbara, or the federal courts located in the County of Los Angeles, as applicable.

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
INSTRUCTIONS FOR
THE CERTIFICATE OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENT

The District requires a Certificates of Insurance and an Additional Insured endorsement prior to utilizing your company. Please follow the instructions as indicated below:

1. **INSURER CONTACT INFORMATION** – Insurer’s name, address, and phone number, and insurer’s representative’s name, title, address, and phone number must be shown. All information must be current.
2. **INSURANCE CARRIER** must be satisfactory to District and comply with the General Conditions, unless different requirements are set forth in any special or supplementary conditions.
3. **INSURANCE COVERAGE** – All insurance coverage limits shall be as set forth in the General Conditions, unless different requirements are set forth in any special or supplementary conditions.
4. **DESCRIPTION OF OPERATIONS** – Must include the following wording: “ Conejo Valley Unified School District, its Board of Trustees, and its officials, employees, volunteers, and agents are hereby additional insureds per endorsement attached.”
5. **CERTIFICATE HOLDER** must read as follows:
Conejo Valley Unified School District
Planning & Facilities
1400 E. Janss Road
Thousand Oaks, CA 91362
6. **CERTIFICATE MUST BE SIGNED.** All signatures must be made by a duly-authorized officer, agent or other representative of broker or insurer, and shall certify the names of the insured, the additional insureds, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. A declaration page and list of endorsements and exclusions shall be included.
7. **ADDITIONAL INSURED ENDORSEMENT (AIE):**
 1. Must be attached.
 2. Name of person or organization on endorsement must show: Conejo Valley Unified School District.