Educating Students for Success

Lodi Unified School District

Division of Business Services

CONTRACTOR'S STANDARD AGREEMENT (CSA)

Public Works Projects under the
California Uniform Public Construction Cost Accounting Act
(CUPCCAA)

In an effort to streamline the way Lodi Unified School District conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note in the new format of the Contractor's Standard Agreement ("CSA"), a copy of the General Terms and Conditions ("GTC") are not provided. The GTC are available on the internet at https://resources.finalsite.net/images/v1551296001/lodiusdnet/pcvz1wellclxeamsponu/CUPCCAAGeneralTermsandConditions2019ADA.pdf and may be downloaded and printed for your files. However, if you do not have internet access, you may request a hard copy by contacting the Lodi Unified School District Purchasing Department at purchasedept@lodiusd.net.

This contract will not be considered binding on either party until approved and authorized in full by both parties. No work or services should be provided prior to approval as the District is not obligated to make any payments on any contract prior to final approval.

The CSA applies separately to each Proposal approved between the contractor and the District. The CSA will be valid for the duration of any project that the contractor is approved by the District to complete. If no projects are pending at the end of the fiscal year on June 30, the contractor must execute a new CSA for the following fiscal year to be eligible for District projects.

A copy of contractor's insurance certification must be provided to the District and must state coverage will not be canceled without 30 days written notice to Lodi Unified School District and add Lodi Unified School District as additional insured.

AGREEMENT BETWEEN DISTRICT AND CONTRACTOR

This Agreement between District and Contractor ("Agreement") is entered into effective as of July 1, 2021 between the Lodi Unified School District, San Joaquin County, California ("District") and _____ ("Contractor"), with District and Contractor each a "Party" and together the "Parties" to this Agreement.

Contractor and District agree as follows:

1. SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, as defined in Section 3, required for construction of the applicable Project (the "Project") described in the CUPCCAA Small Project Cost Proposal, the CUPCCAA Small Project Cost Proposal with Bonds, or the CUPCCAA Informal Bid Cost Proposal (any of which is referred to as the "Proposal") approved by the District and incorporated herein. Contractor may have multiple Projects with the District, which are governed under this agreement and the Contract Documents. This Agreement applies separately to all Projects and Proposals submitted by the Contractor and approved and executed by the District and Contractor.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the applicable Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the applicable Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen District deems not skilled for the task assigned shall, upon District's request, be dismissed from the applicable site.

The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items and submission of documents. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

2. EXAMINATION OF SITE. Contractor has visited the applicable site and investigated the conditions on, in, out and about the applicable site, including any buildings, which might affect the progress of the applicable Project and is satisfied as to those conditions. No claim for money or time will be allowed as to such matters.

3. CONTRACT DOCUMENTS. The Contractor and District agree that the Contract Documents for each Project are composed of this Agreement, General Terms and Conditions, Proposal, Purchase Order, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Non-collusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment, Independent Contractor Student Contact Form, any required Payment Bond and Performance Bond, Escrow Instructions for Security Deposit, Prime Bidder Good Faith Worksheet and Certificate, Workers' Compensation Certificate, Drug, Alcohol and Smoke-Free Workplace Certification, and any drawings, specifications and plans. If there are specifications and plans, the specifications and plans are intended

to cooperate, so that any work exhibited in the plans and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the plans to the true intent and meaning of the said plans and specifications, when taken together. The Contract Documents are complementary, and each obligation of the Contractor, subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws. The work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

4. COMPLETION DATE. The work to be completed under this Agreement shall begin no later than the date stated on the applicable Proposal, and be completed on or before the completion date stated on the applicable Proposal ("Completion Date").

5. CONTRACT SUM. The Contract Sum is the total amount payable by District to Contractor for the performance of work under the Contract Documents. The Contract Sum is stated in the applicable Proposal approved by District, unless modified in accordance with the Contract Documents.

6. CONTRACTOR'S LICENSE, REGISTRATION AND COMPLIANCE MONITORING. In accordance with section 3300 of the Public Contract Code, Contractor has a Class " _____ " license which shall be maintained in good standing for the duration of Contractor's work on the applicable Project. Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. LIQUIDATED DAMAGES. Failure to complete the applicable Project within the time and in the manner provided for in the applicable Proposal shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the applicable Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of delay include, but are not limited to, loss of the use of the applicable Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the amount herein set forth shall be the amount of damages which the District shall directly incur upon failure of the Contractor to complete the applicable Project within the time specified: $ 250.00, for each calendar day by which completion of the applicable Project is delayed beyond the Completion Date, as adjusted by change orders.

If the District accepts any work or makes any payment under this Agreement and the applicable Proposal after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions or other Contract Document provisions regarding time of completion and liquidated damages.

8. EARLY COMPLETION. Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the District for damages incurred as a result of its failure or inability to complete its work on the applicable Project in a shorter period than established in this Agreement, the

Parties stipulating that the period established in the applicable Proposal is a reasonable time within which to perform the work on the applicable Project.

9. PAYMENT. For services satisfactorily performed and after receipt of a properly documented and submitted application for payment, payment for the work shall be made in a lump sum within the time required by statute after the District's Governing Board's written acceptance of the work.

If the Contractor becomes liable under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Section, the Contractor and its sureties shall continue to remain liable to the District for such liabilities until all such liabilities are satisfied in full.

10. CHANGE ORDERS. The Contractor and the District agree that changes in the applicable Project to be done under this Agreement and any plans and specifications shall become effective only when written in the form of a change order approved and signed by the District and the Contractor. It is specifically agreed that the District shall have the right to request any alterations, deviations, reductions, or additions to the applicable Project and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the work will be done by the Contractor or by a subcontractor.

This Agreement shall be deemed to be completed when the applicable Project is finished in accordance with this Agreement, and any original plans and specifications as amended by such changes.

The Contractor shall submit with the proposed change order its request for time extension (if any), and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the applicable Project. The time extension shall be agreed to by the Parties and memorialized by a written change order prior to initiation of the work contemplated by the change order.

11. DISPUTES. If a dispute arises between the District and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the District shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the District without prejudice to a final determination of the dispute.

12. PROCEDURES FOR CLAIMS. "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the District. Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. In addition, for claims that are $375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204. Contractor shall submit Claims to

District within fifteen (15) days of the earlier of completion of the Work or Contractor's submission of the final payment application. District's rejection, or lack of rejection, of a change order request at any time does not affect the requirement to submit a Claim by the Claim deadline. District may request additional documentation from Contractor to be provided within applicable time periods, and District and Contractor shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

As a condition precedent to initiation of any litigation against the District, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential. The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim. If Contractor fails to timely notify the District in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

13. TERMINATION. If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor or any of Contractor's subcontractors should violate any of the provisions of the Agreement, or if Contractor should refuse or fail to supply enough properly skilled workmen or proper materials, or if Contractor violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f), or should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the District, then the District may serve written notice upon the Contractor and its surety if applicable of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the District's option, terminate.

If a performance bond is required, and in the event of any such termination, the District shall immediately serve written notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the Agreement; provided, however, that if the surety, within ten (10) days after the serving upon it of Notice of Termination, does not give the District written notice of its intention to take over and perform the Agreement or does not commence performance within ten (10) days from the date of the serving of such notice; the District may then take over the applicable Project and prosecute the same to completion by any method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the District for any excess cost occasioned the District thereby. In such event, the District may without liability for so doing, take possession of and utilize in completing the applicable Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the applicable Project and necessary therefore. In such case the Contractor shall not be entitled to receive payment until the applicable Project is finished. If the Contract Sum exceeds the expense of finishing the applicable Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the Contract Sum, the Contractor shall pay the difference to the District.

The District may, at any time, terminate the Contract for the District's convenience and without cause. Upon receipt of written notice from the District of such termination for the District's convenience, the Contractor shall (1) cease operations as directed by the District in the notice; (2) take actions necessary,

or that the District may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

14. SUBCONTRACTORS. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to District for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7. A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

15. PREVAILING WAGES. The applicable Project is a public work, the Work shall be performed as a public work and under California Labor section Code 1770 et seq., the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement. Contractor shall post on site all required job site notices as prescribed by regulation.

The Contractor and any subcontractor under the Contractor as a penalty to the District shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Contractor and subcontractors shall comply with Labor Code section 1776.

16. WORKING HOURS. In accordance with the provisions of California Labor Code sections 1810 to 1815, inclusive, the time of service of any worker employed by the Contractor or a subcontractor doing

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

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

18. DSA OVERSIGHT PROCESS (if applicable). The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the District's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect will have authority to act on behalf of the District only to the extent set forth in the District/Architect agreement, if applicable.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

19. FORCE MAJEURE. The Parties shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Party not performing. A Contractor seeking an extension of time as a result of the above enumerated acts, must present the request for an extension of time to the District within fifteen (15) calendar days of the commencement of the act causing the delay. A Contractor's failure to provide notice of a request for an extension of time may result in denial of the request.

20. INDEMNIFICATION. To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its Governing Board, members of its Governing Board, officers, agents, employees, volunteers, and any construction manager, Architect, Architect's consultants, the Inspector of Record, and the State of California ("Indemnified Parties"), from and against all claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of, resulting from, or related to the performance of the Party's obligations pursuant to this Agreement, or any act, omission, negligence, or willful misconduct of the Party or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Party, its agents, subcontractors, supplies, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph. With respect to the Contractor, this obligation to defend and indemnify includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Neither Party or its subcontractors shall have an obligation to defend or indemnify the Indemnified Parties against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of the Indemnified Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by either Party or its subcontractors.

21. MINIMUM INSURANCE REQUIREMENTS. Contractor shall obtain and maintain, and shall require that each Subcontractor obtain and maintain, the policies of insurance or equivalent program of self-insurance and limits as shown below. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Such coverage shall be maintained for a period not less than ten (10) years following the date of substantial completion of the project. Should Contractor or any Subcontractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

a. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations, and contractual liability with limits not less than $1,000,000 per occurrence, $2,000,000 General Aggregate and $1,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, and property damage. This coverage shall be maintained for a period of not less than ten (10) years following substantial completion of the work that is the subject of this Agreement.

The Commercial General Liability Coverage shall include the following endorsements:

(i) Aggregate Limit Per Project endorsement;

(ii) The District, its Board, officers, agents and employees shall be included as Additional Insureds using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional insured endorsement. If the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the Additional Insureds.

The Commercial General Liability Coverage shall not include the following endorsements:

(i) Amendment of Contractual Liability

(ii) Total Pollution Exclusion

(iii) Cross Suits Liability Exclusion

(iv) X, C, U Exclusion (Explosion, Collapse and Underground)

(v) Abuse or Molestation Exclusion

b. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than $1,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

The Business Auto coverage shall include the following endorsements:

(i) Broadened Pollution Coverage Endorsement;

(ii) The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement

(iii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement

c. Workers' Compensation. Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code section 3200 et seq. during the duration of this Agreement. The District shall be named as an additional insured on the policy by endorsements, which will become a part of the Contract Documents. A certificate evidencing this coverage shall be filed with the District prior to the commencement of work under this Agreement. Notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.

District shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.

Certificates of Insurance Coverage shall be filed by Contractor with the District evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by the Contractor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. It is the obligation of

the Contractor to obtain and maintain records of the required insurance coverages from all Subcontractors until beyond the statute of repose in the jurisdiction of the Agreement. The information contained in these Subcontractor insurance records shall be made available to the District immediately upon request.

☐ Check box to confirm copy of workers' compensation certificate is attached hereto

☐ Check box to confirm copy of insurance certificate naming Lodi Unified School District as additional insured is attached hereto

22. PERFORMANCE AND PAYMENT BONDS (if applicable). Prior to commencing any portion of the work, the Contractor shall apply for and furnish District separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance (during construction and one year after completion, and during any warranty or guarantee period) of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California.

To the extent, if any, that the Contract Sum is increased in accordance with this Agreement, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of this Agreement (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the District may terminate this Agreement for cause.

Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, at the time of issuance of the bonds, unless otherwise agreed to by District is writing, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. District reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the District.

23. WARRANTY PERIOD. The Contractor shall promptly correct any work found not to be in conformance with the Contract Documents for two years after District's written acceptance of the work. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the work if District provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to District's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this section shall survive acceptance of the work under the Contract and termination of the Contract.

24. ASSIGNMENT OF ANTI-TRUST CLAIM. Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 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 the purchase of goods, services, or materials pursuant to

the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with section 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

25. SUBSTITUTIONS. No substitutions of materials from those specified in this Agreement or the specifications shall be made without prior written approval of the District.

26. SUPERVISION AND DISTRICT ACCESS. Contractor shall provide competent supervision of all persons on the job site. Contractor shall allow District access to the site at all times.

27. CLEAN UP, PROTECTION OF WORK AND PROPERTY. Contractor shall maintain site in a clean and safe condition, including the daily removal of flammable material. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warnings against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury. If at applicable Project completion, the site is not clean, District may clean the site and deduct the cost from the Contract Sum.

28. OCCUPANCY. District reserves the right to occupy buildings at any time before formal acceptance of contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this Agreement, nor shall such occupancy extend the date specified for substantial completion of work.

29. ANTI-DISCRIMINATION. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees engaged in the Project because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the applicable Project by Contractor.

30. INDEPENDENT CONTRACTOR. While engaged in carrying out the terms and conditions of the Contract Documents, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

31. TESTS AND INSPECTIONS (if applicable). Tests, inspections, and approvals of portions of the work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

32. INDEPENDENT TESTING LABORATORY (if applicable) The District will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Contractor. However, if Contractor

requests that the District use a different testing laboratory and District chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If District pays such additional costs or expenses instead of Contractor, then District may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

33. ADVANCE NOTICE TO INSPECTOR OF RECORD (if applicable). The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

34. TESTING OFF-SITE (if applicable). Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the work.

35. ADDITIONAL TESTING OR INSPECTION (if applicable). If the Inspector of Record, the Architect, the District, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included under section 30, the Inspector of Record will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in section 43. One or more Project inspectors ("Inspector of Record") employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications. The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property.

36. COSTS FOR RETESTING (if applicable). If such procedures for testing, inspection, or approval under sections 31, 32, 34, and 35 reveal failure of the portions of the work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

37. COSTS FOR PREMATURE TEST (if applicable). In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

38. TESTS OR INSPECTIONS NOT TO DELAY WORK. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work.

39. TRENCHES OR EXCAVATIONS GREATER THAN FOUR FEET BELOW THE SURFACE. Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, if any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code section 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) 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.

The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from the Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting Parties.

40. EXISTING UTILITY LINES; REMOVAL, RELOCATION. Pursuant to Government Code section 4215, the District assumes the responsibility for removal, relocation, and protection of utilities located on the site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in this Agreement, the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the District to provide for removal or relocation of such utility facilities. District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

41. STORM WATER DISCHARGE PERMIT. If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The insurance

Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the District upon request by the Contractor, allow warrant processing time.): California State Water Resource Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

42. DISCOVERY OF HAZARDOUS MATERIALS. In the event the Contractor encounters or suspects the presence on the site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by California Health and Safety Code section 25249.5, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District in writing, whether or not such material was generated by the Contractor or the District. The work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

44. MISCELLANEOUS PROVISIONS.

44.1 Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on any payment bond, the surety on any performance bond and the District.

44.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

44.3. Severability; Governing Law; Choice of Forum. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Joaquin, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by District.

44.4. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved or ratified by the Governing Board.

44.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in San Joaquin County, California.

44.6. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice. District shall, at Contractor's cost, timely notify Contractor of District's receipt of any third party claims relating to this Agreement pursuant to Public Contract Code section 9201.

44.7. Entire Agreement. The Contract Documents constitute the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

44.8. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

44.9. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

(CONTRACTOR)	(DISTRICT)
_____	LODI UNIFIED SCHOOL DISTRICT
Signature: _____	Signature: _____
Print Name: _____	Print Name: Leonard Kahn
Title: _____	Title: Chief Business Officer
Date: _____	Date: _____

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

Business entities entering into contracts with the District for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the District determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.
   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the District that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
   c. Arrange, with District's approval, for surveillance by District's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. District shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Date: _____ Signature: _____

Print Name: _____

Print Title: _____

Note: This document must be executed and submitted with the Agreement

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.
(2) Mayhem.
(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
(4) Sodomy as defined in subdivision (c) or (d) of Section 286.
(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
(7) Any felony punishable by death or imprisonment in the state prison for life.
(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
(9) Any robbery.
(10) Arson, in violation of subdivision (a) or (b) of Section 451.
(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
(12) Attempted murder.
(13) A violation of Section 18745, 18750, or 18755.
(14) Kidnapping.
(15) Assault with the intent to commit a specified felony, in violation of Section 220.
(16) Continuous sexual abuse of a child, in violation of Section 288.5.
(17) Carjacking, as defined in subdivision (a) of Section 215.
(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
(22) Any violation of Section 12022.53.
(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter;
(2) Mayhem;
(3) Rape;
(4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
(5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
(6) Lewd or lascivious act on a child under the age of 14 years;
(7) Any felony punishable by death or imprisonment in the state prison for life;

(8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
(9) Attempted murder;
(10) Assault with intent to commit rape, or robbery;
(11) Assault with a deadly weapon or instrument on a peace officer;
(12) Assault by a life prisoner on a non-inmate;
(13) Assault with a deadly weapon by an inmate;
(14) Arson;
(15) Exploding a destructive device or any explosive with intent to injure;
(16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;
(17) Exploding a destructive device or any explosive with intent to murder;
(18) Any burglary of the first degree;
(19) Robbery or bank robbery;
(20) Kidnapping;
(21) Holding of a hostage by a person confined in a state prison;
(22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life;
(23) Any felony in which the defendant personally used a dangerous or deadly weapon;
(24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code;
(25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
(26) Grand theft involving a firearm;
(27) Carjacking;
(28) Any felony offense, which would also constitute a felony violation of Section 186.22;
(29) Assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220;
(30) Throwing acid or flammable substances, in violation of Section 244;
(31) Assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245;
(32) Assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5;
(33) Discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246;
(34) Commission of rape or sexual penetration in concert with another person, in violation of Section 264.1;
(35) Continuous sexual abuse of a child, in violation of Section 288.5;
(36) Shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100;
(37) Intimidation of victims or witnesses, in violation of Section 136.1;
(38) Criminal threats, in violation of Section 422;
(39) Any attempt to commit a crime listed in this subdivision other than an assault;
(40) Any violation of Section 12022.53;
(41) A violation of subdivision (b) or (c) of Section 11418; and
(42) Any conspiracy to commit an offense described in this subdivision.

NONCOLLUSION DECLARATION

District: Lodi Unified School District

Contract for:
Public Works Projects under the California Uniform Public Construction Cost Accounting Act (CUPCCAA)

The undersigned declares:

I am the _____ of _____, the party entering into the foregoing agreement.

The agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The agreement is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposals. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contactor or anyone else to put in a sham bid, or to refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the proposal are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ , at _____ (City), _____(State)

Date: _____ Signature: _____

Print Name: _____

Print Title: _____

Note: This document must be executed and submitted with the Agreement

PROMISE TO PAY PREVAILING WAGES

I hereby, certify under penalty of perjury:

1. That I am the Official Representative of the company and therefor responsible for compliance with the Public Works laws on this project.

2. That as the Official Representative of this company, I am informed of the California Public Works laws and understand that I will complete in a timely manner the necessary forms to record my company's compliance with these laws.

3. That the determinations and classifications published by the State of California Department of Industrial Relations have been used to estimate the wages on this project by my company and my subcontractor's companies.

4. That all workers who will perform labor on the project will be paid all prevailing wages as listed in the applicable determinations due to them in the course or the work as listed on their timecards, including fringe benefits.

5. That all training fees, if applicable, to the trade in which they are employed will be paid to the appropriate, approved fund.

6. That all workers listed as apprentices will be registered, state apprentices and furnish a certificate of registration.

7. I am aware of Section 3700 of the California Labor Code and agree to carry worker's compensation insurance or to undertake self-insurance in accordance with that code for this project.

Date: _____ Signature: _____

Print Name: _____

Print Title: _____

Note: This document must be executed and submitted with the Agreement

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply Lodi Unified School District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that Lodi Unified School District will receive thirty (30) days' notice of cancellation.

Date: _____ Signature: _____

Print Name: _____

Print Title: _____

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted to Lodi Unified School District prior to performing any work under the purchase order/contract.)

Note: This document must be executed and submitted with the Agreement

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.
Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will 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;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.
I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.
I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____ Signature: _____

Print Name: _____

Print Title: _____

Note: This document must be executed and submitted with the Agreement

SUFFICIENT FUNDS DECLARATION

(Labor Code section 2810)

District: Lodi Unified School District

I, _____, declare that I am the _____ of _____, the Contractor making and submitting the applicable Project proposal that accompanies this Declaration, and that such proposals include sufficient funds to permit _____ to comply with all local, state or federal labor laws or regulations during the performance of the Contract for the Project, including payment of prevailing wage, and that _____ will comply with the provisions of Labor Code section 2810(d) if awarded a Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____, at _____ (City) _____ (State).

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Note: This document must be executed and submitted with the Agreement

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))

Note: This document must be executed and submitted with the Agreement by Roofing Contractors

I, _____, _____, certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, _____, _____, certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____

[name and address of building, contract date and number]

_____

[name and address of building, contract date and number]

_____

[name and address of building, contract date and number]

_____

[name and address of building, contract date and number]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____ Signature: _____

Print Name: _____

Print Title: _____

Note: This document must be executed and submitted with the Agreement by Roofing Contractors