

Language Academy of Sacramento/Academia de Idiomas de Sacramento
A Two-Way Spanish Immersion Public Charter School/Una Escuela Pública de Inmersión Dual en Español
2850 49th Street, Sacramento, CA 95817

Agenda/Agenda

BOARD MEETING/ REUNIÓN DE LA MESA

September 24, 2026 at 5:30pm/24 de septiembre de 2026 a las 5:30pm

Library/Biblioteca

Members of the public who wish to access this Board meeting may do so at:

[Zoom Link](#) You may also call in using the Zoom phone number: (669) 900-6833;

[Meeting ID: 912 0068 0381](#) [Passcode: 777292](#)

Members of the public who wish to comment during the Board meeting may use the “raise hand” tool on the Zoom platform. Members of the public calling in will be given the opportunity to address the Board during the meeting. Individual comments will be limited to three (3) minutes. If an interpreter is needed for comments, they will be translated to English and the time limit shall be six (6) minutes. The Board may limit the total time for public comment to a reasonable time. The Board reserves the right to mute or remove a participant from the meeting if the participant unreasonably disrupts the Board meeting (see additional information regarding (IIA) Oral Communications below.

I. PRELIMINARY/PRELIMINARIO

A. CALL TO ORDER/Convocatoria

Meeting was called to order by/La junta fue convocada por _____ at ____: ____ p.m.

B. ROLL CALL/Asistencia

	Name/Nombre	Role/Miembro	Present/ Presente	Absent/ Ausente
1.	Dennise Rojas	Parent/Padre (25-28)		
2.	Alex Dickson	Parent/Madre (24-27) Secretary/Secretaria		
3.	Garduño-Medina, Elena	Parent/Madre (23-26) President/Presidente		
4.	Miguel Pérez	Teacher/Maestra (25-28)		
5.	Ana Novoa	Teacher/Maestro (24-27)		
6.	Adriana Yáñez-Gutiérrez	Staff/Personal (23-26)		
7.	Pablo Bermudez	Community Member/Miembro Comunitario (25-28)		
8.	Antonio González	Community Member/Miembro Comunitario (24-27) Vice-President/Vicepresidente		
9.	Yesenia Ramírez-Huamani	Community Member/Miembro Comunitario (23-26) Treasurer/Tesorera		
10.	Student Representative	Student Council/Concilio estudiantil		
11.	Parent Representative	Parent Council/Concilio de familias		
12.	Gemma Jáuregui	Interim Director of Academic Accountability/Directora Interino de Responsabilidad Académica		
12.	Teejay Bersola	Director of Academic Accountability/Directora de Responsabilidad Académica		
13.	Judy Morales	Director of Business and Operations /Directora de negocios y operaciones		
14.	Eduardo de León	Executive Director/Director Ejecutivo		

C. APPROVAL OF AGENDA/Aprobación de la Agenda

It is recommended that the Board discuss and/or approve Agenda Item/Se recomienda que la Mesa Directiva discuta y/o apruebe.

Motion: ____ Second: ____ Vote: ____

D. APPROVAL OF BOARD MEETING MINUTES/Aprobación de las Minutas de la Mesa Directiva

a. August 27, 2026/27 de agosto de 2026

E. MISSION/Misión

The LAS mission is to create a learning community where students: utilize bilingualism and biliteracy (Spanish and English) to achieve academic excellence and apply skills in real-world situations and diverse settings; develop and exhibit positive self-esteem, pride, confidence and respect for themselves and others; demonstrate leadership skills in order to build bridges between communities and apply critical thinking skills to solve problems, promote social justice, and create change in society.

La misión de LAS es crear una comunidad de aprendizaje donde los estudiantes: utilizan el bilingüismo y la alfabetización bilingüe (español e inglés) para alcanzar la excelencia académica y aplicar destrezas en situaciones del mundo real y en diversos entornos; desarrollan y exhiben una autoestima positiva, orgullo, confianza y respeto por sí mismos y otros; demuestran habilidades de liderazgo con el fin de establecer puentes entre comunidades y aplicar habilidades de pensamiento crítico para resolver problemas, fomentar la justicia social, y crear un cambio en la sociedad.

II. COMMUNICATIONS NORMS/NORMAS DE COMUNICACION

- A. ORAL COMMUNICATIONS/Comunicaciones Verbales:** Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation./*Temas no presentados en la agenda: Ningún individuo presentará por más de tres (3) minutos y el tiempo total para este segmento no pasará de quince (15) minutos. Los miembros de la Mesa Directiva no contestarán preguntas y ningún voto tomará acabo. Sin embargo, los Miembros de la Mesa Directiva pueden dar instrucciones al personal presentando los temas.*

1. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

III. INFORMATIONAL ITEMS/ARTICULOS DE INFORMACION

1. Student Council Report/*Reporte del Concilio estudiantil* - Representative/representante (5 min)
2. Parent Council & Association Report/*Reporte del Concilio y Asociación de familias* - Representative/representante (5 min)

IV. ITEMS SCHEDULED FOR DISCUSSION AND/OR ACTION – ARTICULOS PROGRAMADOS PARA DISCUSIÓN Y/O ACCIÓN

A. Core Building Construction Update/Actualización de Proyecto de contrucción del edificio principal – School Leadership/Liderazgo (15 min)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

B. Unaudited Actuals/Reporte de resumen fiscales reales – School Leadership/Liderazgo (20 min)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

C. Monthly Financials/Reporte financier mensual – School Leadership/Liderazgo (10 min)

- i. Public Comments (maximum of three (3) minutes per speaker)/*Comentarios Públicos (máximo de 3 minutos por persona)*

It is recommended that the Board discuss and/or approve Agenda Item /*Se recomienda que la Mesa Directiva discuta y/o apruebe.*

Motion: _____ Second: _____ Vote: _____

D. August Check Register/Registro de la cuenta bancaria de agosto – School Leadership/Liderazgo (10 min)

i. Public Comments (maximum of three (3) minutes per speaker)/Comentarios Públicos (máximo de 3 minutos por persona)

It is recommended that the Board discuss and/or approve Agenda Item /Se recomienda que la Mesa Directiva discuta y/o apruebe.

Motion: _____ Second: _____ Vote: _____

E. Board Development: Governing Board Updates and Vacancies/Desarrollo de la mesa directiva: Actualización de la mesa directiva y puestos vacantes - (10 min.)

i. Public Comments (maximum of three (3) minutes per speaker)/Comentarios Públicos (máximo de 3 minutos por persona)

It is recommended that the Board discuss and/or approve Agenda Item /Se recomienda que la Mesa Directiva discuta y/o apruebe.

Motion: _____ Second: _____ Vote: _____

V. FUTURE MEETINGS/Próxima Junta

A.) Next Meeting: Thursday, October 22, 2026 at 5:30pm – jueves, 22 de octubre de 2026 a las 5:30pm

VI. FUTURE AGENDA ITEMS/Temas para agendas futuras

VII. ADJOURNMENT/Clausura

The meeting was adjourned at ____:____ p.m./La junta terminó a las ____:____ p.m.

Motion: _____ Second: _____ Vote: _____

In compliance with the Americans with Disabilities Act (ADA) and upon request, the School may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modifications of the agenda in order to participate in Board meetings are invited to contact the LAS office. En conformidad con la Acta de Americanos Incapacitados (ADA) y con el pedido formal, la escuela puede proveer servicios o la ayuda a individuos con incapacidades. Individuos que requieren servicios especiales para participar en la junta de la Mesa Directiva están invitados comunicarse con la directora para hacer arreglos.



Language Academy of Sacramento/Academia de Idiomas de Sacramento
A Two-Way Spanish Immersion Public Charter School/Una Escuela Pública de Inmersión Dual en Español
2850 49th Street, Sacramento, CA 95817

Minutes/Minutas
BOARD MEETING/REUNIÓN DE LA MESA DIRECTIVA
August 27, 2026/27 de agosto de 2026
5:30 pm in Library

I. PRELIMINARY/PRELIMINARIO

I.A	Meeting was called to order by Adriana Yáñez-Gutiérrez at 5:30 PM. Roll call was taken./ La junta fue convocada por Adriana Yáñez-Gutiérrez a las 5:30 PM. Se tomó lista.			
I.B	Name/ Nombre	Role/ Papel	Present/ Presente	Absent/ Ausente
	1. Denisse Rojas	Parent/Madre (25-28)	X	
	2. Alex Dickson	Parent/Madre (24-27) Secretary/Secretaria	X	
	3. Elena Garduño-Medina	Parent/Madre (23-26) President/Presidente		X
	4. Miguel Pérez	Teacher/Maestra (25-28)		X
	5. Ana Novoa	Teacher/Maestro (22-25)	X	
	6. Adriana Yáñez-Gutiérrez	Staff/Personal (23-26)	X	
	7. Pablo Bermudez	Community Member/Miembro Comunitario (25-28)	X	
	8. Antonio González	Community Member/Miembro Comunitario (24-27)	X	
	9. Yesenia Ramírez-Huamaní	Community Member/Miembro Comunitario (23-26) Treasurer/Tesorera		X
	10. Student Representatives	Student Council Representatives/Representates del Concilio Estudiantil		X
	11. Parent Representative	Parent Council Representatives/Representates del Concilio de Familias		X
	12. Gemma Jáuregui		X	
	11. Teejay Bersola	Director of Academic Accountability/Directora de Responsabilidad Académica		X
	12. Judy Morales	Director of Business and Operations/Directora de Negocios y Operaciones	X	
13. Eduardo de León	Executive Director/Director Ejecutivo	X		
Agenda/Agenda		Action/Acción		
I.C	Approval of Agenda Aprobación de la Agenda	A motion was made to approve the August 27, 2026 agenda. Se hizo una moción para aprobar la agenda del 27 de agosto de 2026. 1 st Motion/1 ^a Moción: Dickson 2 nd Motion/2 ^a Moción: Bermudez Absences/Ausencias: Garduño-Medina, Ramírez-Huamaní Abstentions/Abstenciones: None/ninguna The motion passed with seven votes. / La moción pasó con siete votos.		
I.D.a.	Approval of Board Meeting Minutes Aprobación de los minutos de la mesa directiva	A motion was made to approve the June 25, 2026 meeting minutes. Se hizo una moción para aprobar las minutas de la junta del 25 de junio de 2026. 1 st Motion/1 ^a Moción: Pérez 2 nd Motion/2 ^a Moción: González Absences/Ausencias: Garduño-Medina, Ramírez-Huamaní Abstentions/Abstenciones: None/ninguna The motion passed with seven votes. / La moción pasó con siete votos.		
I.E	Mission Misión	The mission was read aloud. / La misión fue leída en voz alta.		
II. COMMUNICATIONS NORMS/NORMAS DE COMUNICACIÓN				

II.A.1.	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
III. INFORMATIONAL ITEMS ARTÍCULOS DE INFORMACION		
III.1.	Beginning of 2026-2027 school year/Inicio del año escolar 2026-2027 - Representative/representante	Eduardo de León shared a summary with the board. <i>Eduardo de León compartió un resumen con la mesa directiva.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
IV. CLOSED SESSION/Sesión cerrada		
The board entered into close session at 6:21pm/ <i>La mesa directiva entró a session cerrada a las 6:21pm</i>		
V. OPEN SESSION/Sesión abierta		
The board entered into open session at 6:40pm/ <i>La mesa directiva entró a session cerrada a las 6:40pm</i> No action was taken in closed session./No se tomó ninguna decision en session cerrada.		
VI. ITEMS SCHEDULED FOR DISCUSSION AND/OR ACTION ARTICULOS PROGRAMADOS PARA DISCUSIÓN Y/O ACCIÓN		
VI.A	Core Building Construction Update/Actualización de Proyecto de construcción del edificio principal – School Leadership/Liderazgo	Judy Morales presented a core building construction update. <i>Judy Morales compartió una actualización sobre el proyecto de construcción al edificio principal.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
VI.B	Charter Renewal Update/Actualización sobre la renovación del charter – School Leadership/Liderazgo escolar	Eduardo de León presented a charter renewal update. <i>Eduardo de León compartió una actualización sobre la renovación del charter.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
VI.C	Nutrition Update/ Actualización sobre el programa de nutrición – School Leadership/Liderazgo escolar	Judy Morales presented a nutrition services update. <i>Judy Morales compartió una actualización sobre los servicios de nutrición.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
VI.D	June and July Check Registers/Registros de la cuenta bancaria de junio y julio – School Leadership/Liderazgo	A motion was made to approve the June check register. <i>Se hizo una moción para aprobar el registro de la cuenta bancaria para el mes de junio.</i> 1st Motion/1^a Moción: Dickson 2nd Motion/2^a Moción: Bermudez Absences/Ausencias: Garduño-Medina, Ramírez-Huamaní Abstentions/Abstenciones: Novoa, Yáñez-Gutiérrez The motion passed with five votes. / <i>La moción pasó con cinco votos.</i> A motion was made to approve the July check register. <i>Se hizo una moción para aprobar el registro de la cuenta bancaria para el mes de julio.</i> 1st Motion/1^a Moción: Bermudez 2nd Motion/2^a Moción: Pérez Absences/Ausencias: Garduño-Medina, Ramírez-Huamaní Abstentions/Abstenciones: Novoa, Yáñez-Gutiérrez The motion passed with seven votes. / <i>La moción pasó con siete votos.</i>
	Public Comments <i>Comentarios Públicos</i>	None/Ninguno
VII. FUTURE MEETINGS/PRÓXIMA JUNTA		
a. Regular Board Meeting: Thursday, September 24, 2026 at 5:30pm – <i>jueves, 24 de septiembre de 2026 a las 5:30pm</i>		
VIII. FUTURE AGENDA ITEMS/TEMAS PARA AGENDAS FUTURAS		
IX. ADJOURNMENT/CLAUSURA		
The board meeting was adjourned at 6:49 PM. / <i>La reunión de la Mesa se terminó a las 6:49 PM.</i>		



A California Public School

Agenda Item#III.1

Board Meeting Date: September 24, 2026

Subject: Student Council

- | | |
|-------------------------------------|---|
| ☒ | Information Item Only |
| ☐ | Approval on Consent Agenda |
| ☐ | Conference (for discussion only) |
| ☐ | Conference/First Reading (Action Anticipated) |
| ☐ | Conference/Action |
| ☐ | Action |

Committee/Staff: Student Council

The Student Council met on September 3, 2026, and discussed the following:

All members participated in the following:

- Advisor Meet & Greet
- Executive Member Introductions
- Introduction to public comments, committees, and Big & Littles
- LAS Mission & Student Council Mission Activity
- Committee work/share out

The Spirit Day committee planned for the upcoming months and voted on the following Spirit Days:

- The Spirit Day for September. It will be on September 25, 2026: Cultural Day.
- The Spirit Day for October. It will be on October 30: Character Day.

The School Climate Committee discussed possible topics that can improve our school climate. Students discussed a starting point would be to reach out to Maestra Jauregui.

The School Events Committee discussed possible events for this school year.

The Fundraising Committee discussed possible fundraising events for this school year.

Future items on the agenda:

- October Rally
- Fundraiser: Haunted House



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Agenda Artículo #III.1

Fecha de la reunión: 24 de septiembre del 2026

Tema: Concilio estudiantil

- ☒ Artículo de información
- ☐ Aprobación en la Agenda de Consentimiento
- ☐ Conferencia (solo para discutir)
- ☐ Conferencia/Primera lectura (Acción Anticipada: _____)
- ☐ Conferencia/Acción
- ☐ Acción

Comité/Personal: Concilio estudiantil

El concilio estudiantil se reunió el 3 de septiembre de 2026 y habló de lo siguiente:

Todos los miembros participaron en lo siguiente:

- Presentación de los asesores
- Presentación de los miembros ejecutivos
- Introducción a las consultas públicas, las comisiones y sus “Big & Littles”
- Misión de LAS y actividad del Concilio Estudiantil
- Trabajo en comisión/reporte

El comité del Día del Espíritu planificó los próximos meses y votó los siguientes Días del Espíritu:

- Día de la cultura, el 25 de septiembre
- Día de personajes, el 30 de octubre

El Comité del Clima Escolar habló sobre posibles temas que puedan mejorar el ambiente escolar. Los estudiantes comentaron que para empezar sería ponerse en contacto con la maestra Jauregui.

El Comité de Eventos Escolares habló sobre posibles eventos para este año escolar.

El Comité de Recaudación de Fondos habló sobre posibles eventos para recaudar fondos para este año escolar.

Temas futuros en la agenda:

- Asamblea de octubre
- Recaudo de fondos: Casa embrujada



A California Public School

Agenda Item#III.2

Board Meeting Date: September 24, 2026

Subject: Parent Council & Parent Association

- ☒ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated)
- ☐ Conference/Action
- ☐ Action

Committee/Staff: Parent Council & Parent Association

Parent Council Update

- The elections for the current 2026-2027 Parent Council were concluded on September 15, 2026. The following is the finalized list of PC members:

Title	Name	Title	Name
President	Vacant	2 nd Representative	Jackie Tabbada
Vice President	Lorena Rosas	3 rd Representative	Jesús “Chuy” Ramírez
Treasurer	Claudia Zamora	4 th Representative	Ogla Martínez
Secretary	Cortney Carlson	5 th Representative	Jenn Williams
TK Representative	Erika Novoa	6 th Representative	Laura Lomeli
K Representative	Wendy Maldonado	7 th Representative	Jamie Bateman
1 st Representative	Brenda Lusk	8 th Representative	Xochith Laredao

- Parent Council Retreat: The PC met on Wednesday, September 16, with members of school leadership for an annual retreat focused on understanding LAS academics, governance, finance, as well as PC business items.
- Upcoming Meetings:
 - Wednesday, September 30 at 5:30pm
 - Wednesday, October 14 at 5:30pm
- Upcoming Events:
 - Día de muertos: October 30, 2026
 - Winter Festival: December 11, 2026

Parent Association Update

- There were two Parent Association meetings held on Wednesday, September 23, and the following topics were addressed:
 - Schoolwide announcements
 - Celebrating students and staff
 - Parent Council and Governing Board Updates
 - Volunteer and Chaperone training



A California Public School

Agenda Artículo #III.2

Fecha de la reunión: 24 de septiembre del 2026

Tema: Concilio de familias y Asociación de familias

- ☒ Artículo de información
- ☐ Aprobación en la Agenda de Consentimiento
- ☐ Conferencia (solo para discutir)
- ☐ Conferencia/Primera lectura (Acción Anticipada: _____)
- ☐ Conferencia/Acción
- ☐ Acción

Comité/Personal: Concilio de familias y Asociación de familias

Actualización de Concilio de familias

- Las elecciones para el actual Consejo de Familias (periodo 2026-2027) concluyeron el 15 de septiembre de 2026. A continuación, se presenta la lista definitiva de los miembros.

Title	Name	Title	Name
President	Vacant	2 nd Representative	Jackie Tabbada
Vice Presidenta	Lorena Rosas	3 rd Representative	Jesús “Chuy” Ramírez
Tesorera	Claudia Zamora	4 th Representative	Ogla Martínez
Secretaria	Cortney Carlson	5 th Representative	Jenn Williams
TK Representative	Erika Novoa	6 th Representative	Laura Lomelí
K Representative	Wendy Maldonado	7 th Representative	Jamie Bateman
1 st Representative	Brenda Lusk	8 th Representative	Xochith Laredao

- Retiro de Concilio de Familias: El PC se reunió el miércoles, 16 de septiembre, con miembros del liderazgo escolar para un retiro anual centrado en comprender los aspectos académicos, la gobernanza y las finanzas de LAS, así como los asuntos operativos del PC.
- Próximas juntas:
 - Miércoles, 30 de septiembre a las 5:30pm
 - Miércoles, 14 de octubre a las 5:30pm
- Próximos eventos:
 - Día de muertos: 30 de octubre de 2026
 - Festival invernal: 11 de diciembre de 2026

Actualización de Asociación de familias

- El miércoles, 23 de septiembre, se celebraron dos reuniones de la Asociación de familias y se abordaron los siguientes temas:
 - Anuncios escolares
 - Celebrando estudiantes y personal
 - Actualizaciones de Concilio de familias y Mesa Directiva
 - Entrenamiento para voluntarios y chaperones



Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

A California Public School

Agenda Item# IVA

Board Meeting Date: September 24, 2026

Subject: Core Building Modernization Update

- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☒ Conference/Action
- ☐ Action

Committee/Staff: School Leadership

School Leadership, in consultation with legal counsel, has put forth a contract to American River Construction.

Financial Impact:

Base bid \$441,192, with an architectural contingency of \$20,000 and an electrical contingency of \$65,000, totaling \$526,192 to finalize the project.

Attachments:

1. American River Construction Contract

Estimated Time of Presentation: 15 min.
Submitted By: School Leadership
Date: 09.22.2026

ARC Contract Approval				
Members	Aye	Nay	Abstain	Absent
Garduño-Medina, Elena				
Dickson, Alex				
Rojas, Denise				
Yáñez-Gutiérrez, Adriana				
Novoa, Ana				
Perez, Miguel				
Ramírez,-Huamaní, Yesenia				
Gonzalez, Antonio				
Bermudez, Pablo				
Totals:				



A California Public School

Agenda Artículo #IVA

Fecha de la Reunión: 24 de septiembre del 2026

Tema: Actualización de la modernización del edificio principal

- ☐ Artículo de información
- ☐ Aprobación en la Agenda de Consentimiento/
- ☐ Conferencia (solo para discutir)
- ☐ Conferencia/Primera lectura (Acción Anticipado:_____)
- ☒ Conferencia/Acción
- ☐ Acción

Comité/Personal: Dirección del centro

El Liderazgo escolar, tras consultar con nuestro departamento legal, ha presentado un contrato a American River Construction.

Repercusión financiera:

Oferta base de \$441,192, con una partida de contingencia para arquitectura de \$20,000 y otra para instalaciones eléctricas de \$65,000, lo que suma un total de \$526,192 para finalizar el proyecto.

Anexos:

1. Contrato de American River Construction



CONTRACT DOCUMENTS AND FORMS

**LANGUAGE ACADEMY OF SACRAMENTO
FOR**

**LANGUAGE ACADEMY OF SACRAMENTO CORE MODERNIZATION-
COMPLETION AND REPAIR WORK**

**2850 49th Street
Sacramento, CA 95817**

Project No. 19-1408

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TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT	1
PAYMENT BOND	5
PERFORMANCE BOND.....	8
LIST OF SUBCONTRACTORS.....	12
CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION FORM	13
CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE	14
CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY	15
CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE CERTIFICATION	16
SITE VISIT CERTIFICATION.....	17
GUARANTEE	18
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION	19
INSURANCE DOCUMENTS & ENDORSEMENTS.....	22
CONTRACTOR DVBE CLOSE-OUT STATEMENT.....	24
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS.....	25
GENERAL CONDITIONS	27
ARTICLE 1 DEFINITIONS.....	27
ARTICLE 2 LAWS CONCERNING THE OWNER A PART HEREOF	28
ARTICLE 3 SITE INVESTIGATION	28
ARTICLE 4 STATUS OF CONTRACTOR	28
ARTICLE 5 CONTRACTOR’S SUPERVISION	29
ARTICLE 6 SUBCONTRACTORS	29
ARTICLE 7 OWNER’S INSPECTOR.....	30

ARTICLE 8	ARCHITECT’S STATUS	30
ARTICLE 9	ASSIGNMENT OF ANTITRUST ACTIONS	30
ARTICLE 10	OTHER CONTRACTS	31
ARTICLE 11	OCCUPANCY	31
ARTICLE 12	OWNER’S RIGHT TO DO WORK.....	31
ARTICLE 13	OWNER’S RIGHT TO TERMINATE CONTRACT	31
ARTICLE 14	TERMINATION BY THE OWNER FOR CAUSE	32
ARTICLE 15	TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)	33
ARTICLE 16	[NOT USED.]	34
ARTICLE 17	SUBSTITUTION OF SECURITIES	34
ARTICLE 18	INSURANCE REQUIREMENTS.....	34
ARTICLE 19	PERFORMANCE AND PAYMENT BONDS	38
ARTICLE 20	DRAWINGS AND SPECIFICATIONS.....	38
ARTICLE 21	OWNERSHIP OF DRAWINGS.....	39
ARTICLE 22	DETAIL DRAWINGS AND INSTRUCTIONS	39
ARTICLE 23	TESTS AND INSPECTIONS.....	40
ARTICLE 24	STATE AUDIT.....	43
ARTICLE 25	PREFERENCE FOR MATERIALS AND SUBSTITUTIONS	43
ARTICLE 26	SAMPLES.....	43
ARTICLE 27	PROGRESS SCHEDULE	44
ARTICLE 28	MATERIALS AND WORK.....	46
ARTICLE 29	OBTAINING OF PERMITS, LICENSES AND EASEMENTS	46
ARTICLE 30	ACCESS TO WORK.....	46
ARTICLE 31	SANITARY FACILITIES	47
ARTICLE 32	CLEANING UP	47

ARTICLE 33	GUARANTEE	47
ARTICLE 34	DUTY TO PROVIDE FIT WORKERS	47
ARTICLE 35	FINGERPRINTING	48
ARTICLE 36	WAGE RATES, TRAVEL AND SUBSISTENCE	48
ARTICLE 37	PAYROLL RECORDS.....	50
ARTICLE 38	WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES	51
ARTICLE 39	APPRENTICES	51
ARTICLE 40	PROTECTION OF PERSONS AND PROPERTY	52
ARTICLE 41	NON-DISCRIMINATION	54
ARTICLE 42	COST BREAKDOWN AND PERIODICAL ESTIMATES.....	54
ARTICLE 43	CONTRACTOR CLAIMS & DISPUTES.....	55
ARTICLE 44	CLAIMS PROCEDURES & REQUIREMENTS	56
ARTICLE 45	PAYMENTS TO CONTRACTOR	63
ARTICLE 46	CHANGES AND EXTRA WORK	64
ARTICLE 47	COMPLETION.....	67
ARTICLE 48	ADJUSTMENTS TO CONTRACT PRICE	67
ARTICLE 49	CORRECTION OF WORK.....	67
ARTICLE 50	EXTENSION OF TIME - LIQUIDATED DAMAGES.....	68
ARTICLE 51	PAYMENTS WITHHELD.....	69
ARTICLE 52	TAXES.....	69
ARTICLE 53	NOTICE AND SERVICE THEREOF.....	70
ARTICLE 54	NO WAIVER.....	70
ARTICLE 55	HAZARDOUS MATERIALS	70
ARTICLE 56	OWNER’S RIGHT TO CARRY OUT THE WORK.....	71
ARTICLE 57	NON-UTILIZATION OF ASBESTOS MATERIAL	71

ARTICLE 58	LIEN RELEASES.....	71
	SUPPLEMENTARY GENERAL CONDITIONS	74

AGREEMENT

THIS AGREEMENT, entered into this 28th day of September, 2026, in the County of Sacramento of the State of California, by and between the Language Academy of Sacramento, hereinafter called the “Owner”, and American River Construction, Inc., hereinafter called the “Contractor”. Contractor shall not assign this Agreement or any part thereof.

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Language Academy of Sacramento Core Modernization- Repair and Completion Work (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the Owner for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Owner office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: Once the Contractor has received a Notice to Proceed, the Contractor shall Substantially Complete the Project (See Article 1 of the General Conditions) of the work within () calendar days from the date of the Notice to Proceed. This shall be called the “Contract Time.” It is expressly understood that time is of the essence. Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of Four Hundred Dollars (\$400.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the Owner) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

ARTICLE 4 - CONTRACT PRICE: The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Five Hundred Twenty-Six Thousand One Hundred Ninety-Two Dollars (\$526,192.00) (“Contract Price”). Payment shall be made as set forth in the General Conditions.

Should any Change Order/ Construction Change Document result in an increase in the Contract Price, the cost of such Change Order/ Construction Change Document shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order/ Construction Change Document, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Owner, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

(c) Any dispute between Contractor and Contractor's subcontractors/ suppliers/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the Owner for any penalties assessed against the Owner arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the Owner or indemnify the Owner for any penalties caused by the Owner in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Article and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Agreement Form
- Payment Bond
- Performance Bond
- List of Subcontractors
- Contractor's Certificate Regarding Worker's Compensation
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcohol and Tobacco-Free Campus
- California Air Resources Board (CARB) Compliance Certification
- Site Visit Certification
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Insurance Documents and Endorsements
- Contractor DVBE Close-Out Statement
- Contractor's Certificate Regarding Background Checks
- General Conditions
- Supplementary and Special Conditions
- Specifications
- All Addenda as Issued
- Drawings/Plans
- Approved Site Safety Plan

All of the above-named Contract Documents are intended to be complementary. work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 *et seq.*)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 *et seq.*)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

OWNER:

Language Academy of Sacramento

By: _____

Dated: _____

CONTRACTOR:

American River Construction, Inc.

Typed or Printed Name

Title

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Language Academy of Sacramento (sometimes referred to hereinafter as "Obligee") has awarded to American River Construction, Inc. (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Language Academy of Sacramento Core Modernization- Repair and Completion Work (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Language Academy of Sacramento and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of Five Hundred Twenty-Six Thousand One Hundred Ninety-Two Dollars (\$526,192.00), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 *et seq.*

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any

person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2026.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____
Attorney-in-Fact

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Language Academy of Sacramento (sometimes referred to hereinafter as “Obligee”) has awarded to American River Construction, Inc. (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: Language Academy of Sacramento Core Modernization- Repair and Completion Work (hereinafter referred to as the “Public Work or Project”); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated September 28, 2026, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Language Academy of Sacramento in the sum of Five Hundred Twenty-Six Thousand One Hundred Ninety-Two Dollars (\$526,192.00), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2026.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____,
personally appeared _____, who proved on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact
of _____ (Surety) and acknowledged to me that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached
hereto.

LIST OF SUBCONTRACTORS

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of 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 provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required pursuant to the requirements mandated by Government Code section 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 service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting 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:

1. 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.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Language Academy of Sacramento 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 awarded herein is subject to termination, suspension of payments, 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 Sections 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: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Owner’s Alcoholic Beverage and Tobacco-Free Campus Policy which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in Owner-owned or leased buildings, or on Owner property and in Owner vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

Contractor

By: _____
Signature

CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE CERTIFICATION

In accordance with California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation, the Owner is required to obtain copies of valid Certificates of Reported Compliance from the Contractor and all Subcontractors who own off-road diesel fleet vehicles in California and will use such vehicles on this Project before entering into a contract for this Project. This requirement covers all applicable vehicles and equipment as set forth Title 13, California Code of Regulations, Section 2449 and applies to the Contractor and all Subcontractors. Contractor hereby certifies the following:

1. Contractor and all Subcontractors agree to fully comply with all requirements set forth in Title 13, California Code of Regulations, Section 2449 (all references to this regulation herein shall include and incorporate any future amendments or updates.)
2. Contractor agrees to fully indemnify and defend the Owner from any claims, costs, damages, or any liability related to or arising from the failure of the Contractor or its Subcontractors to comply with all requirements set forth in Title 13, California Code of Regulations, Section 2449.
3. Within five (5) business days after the notice of award of Contract, Contractor shall provide copies of the valid Certificates of Reported Compliance for the Contractor and all Subcontractors.
4. Contractor agrees it will provide any additional information and documents reasonably requested by the Owner to confirm compliance with Title 13, California Code of Regulations, Section 2449 and any other requirements imposed by the California Air Resources Board.
5. Any exemptions to compliance with Title 13, California Code of Regulations, Section 2449 claimed by Contractor or any Subcontractor must be accompanied by a detailed explanation with specific citations to the applicable regulations governing such exemption and all supporting documentation within five (5) business days after the notice of award of Contract.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

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

I agree to fully defend, indemnify and hold harmless the Owner, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Contractor: _____

Typed Name of Contractor: _____

GUARANTEE

We hereby guarantee that all products, systems, materials, and all required and related Work, which we have installed and provided for the Language Academy of Sacramento Core Modernization- Repair and Completion Work project has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the Contract Documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of the Notice of Completion of the above-mentioned structure by the Language Academy of Sacramento, ordinary wear and tear and unusual abuse or neglect excepted. Longer guarantee or warranty periods may be set forth in the Contract Documents and the longer period of any specific warranty or guarantee period shall govern and prevail.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

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

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontractor or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Language Academy of Sacramento, 2850 49th Street, Sacramento, CA 95817, hereinafter called "Owner", and American River Construction, Inc., whose address is 110 Blue Ravine Road, Suite 162, Folsom, CA 95630, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for the Language Academy of Sacramento Core Modernization- Repair and Completion Work project in the amount of \$526,192.00 dated September 28, 2026, (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under the General Conditions, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Language Academy of Sacramento ("Owner") within five (5) calendar days after the date of the Notice of Award. If the Contractor fails to provide the documents required below, the Owner may withhold processing any payments. All insurance provided by the Contractor shall fully comply with the requirements set forth in the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in the General Conditions, proper Project description, designation of the Owner as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the Owner and minimum of 30 days' cancellation notice. Contractor shall also provide required additional insured endorsement(s) designating all parties required in the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/01) ongoing operations and CG 20 37 (10/01) completed operations, or an ISO CG 20 10 (10/01) ongoing operations and CG 2038 (04/13) completed operations, or their equivalent as determined by the Owner in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn:

(Title)	(Department)	
(Company)		
(Street Address)		
(City)	(State)	(Zip Code)
(_____) _____		
(Telephone Number)		

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the Owner.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
(_____) _____
(Telephone Number)

DATE: _____ CONTRACTOR _____

By: _____
Signature

CONTRACTOR DVBE CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project No. specified below.

Project Name: Language Academy of Sacramento Core Modernization- Repair and Completion Work

Project No.: 19-40

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Project No. 19-408 equaled _____ dollars (\$ _____), which represents approximately ____ percent (____%) of the total Contract Price including any Change Order/ Construction Change Document for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

American River Construction, Inc. certifies that it has performed and agrees to one of the following (check the appropriate box(es):

- ☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks by submitting fingerprints of Contractor and all its employees (which includes any sole proprietor as used in this form) providing services to the Language Academy of Sacramento ("Owner") pursuant to the contract/purchase order dated **September 28, 2026**, to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Contractor shall immediately provide any subsequent arrest and conviction information to the Owner. Contractor shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For the purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 2026

[Name of Contractor]

By its: _____

ATTACHMENT A:

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project. These General Conditions are intended to supplement, complement and work in conjunction with the Division 1 documents/specifications. Work required by one set of documents and not by the others shall be done as if required by all. In the event there is a discrepancy, conflict, or ambiguity between the various documents, it is intended that the more stringent, higher quality, and greater quantity of work shall apply. The Contractor shall carefully review all Contract Documents carefully and if there are any discrepancies, conflict or ambiguities in the documents, the Contractor shall notify the Construction Manager in writing. Failure to provide written notice shall be deemed consent by the Contractor that all of the requirements in the documents are clear, there are no discrepancies, conflicts or ambiguities, and that the Contractor understands the requirements for the Project.

1. Claim. A “Claim” shall have the same meaning as in Public Contract Code sections 9204 and 20104, including the requirements of Section 9204 (c)(1) to submit a Claim to the Owner by registered or certified mail. In addition, a Claim shall include any disagreement involving any withholding the Owner makes or has provided notice to the Contractor that it intends to make from any payment that would otherwise be due to the Contractor. Notwithstanding the above, before any “Dispute” rises to the level of a Claim, the Contractor must have complied with the applicable provisions of Article 43, including the requirement to assemble documentation supporting the Contractor’s position. Supporting Documentation (see Article 44) must be submitted with a Claim.
2. Dispute. A “Dispute” is a disagreement over a discrete and separate issue involving the terms or conditions of the Project or Contract where the Contractor’s opinion or interpretation of the Project, Contract, payment, Change Order or Request for Proposal differs from that of the Owner or Architect. A Dispute includes any disagreement that would be considered a claim under Public Contract Code sections 9204 and 20104, but has not yet risen to the level of a Claim. A Dispute only rises to the level of a Claim once the Contractor assembles back-up documentation and presents it to the Owner for evaluation. See Article 44.
3. Complete/ Completion/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been closed out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.
4. Contract, Contract Documents includes all documents noted in Article 7 of the Agreement Form and all modifications, addenda, and amendments thereto.
5. Contractor, Owner and Architect are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neuter gender.
6. Project is the planned undertaking as provided for in the Contract Documents by Owner and Contractor.
7. Provide shall include “provide complete in place”, that is, “furnish & install”.
8. Subcontractor, as used herein, includes those having direct contract with Contractor and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.
9. Substantial Completion/ Substantially Complete(d) is not reached unless and until each of the following five (5) conditions have been fully met: (1) all contractually required items have been

installed with the exception of only minor and incomplete Punch List items; (2) all fire/life safety systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical, low voltage, and plumbing are all functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the Project is fit for occupancy and its intended use.

10. Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.
11. Work/work includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.

ARTICLE 2 LAWS CONCERNING THE OWNER A PART HEREOF

Contract is subject to all provision of the Constitution of Laws of California governing, controlling or affecting the Owner, or the property, funds operations, or powers of Owner, and such provisions are by his reference made a part hereof and of Contract.

ARTICLE 3 SITE INVESTIGATION

Before signing the Contract, Contractor shall make a careful investigation of the site and thoroughly familiarize himself with the requirement of the Contract. By executing the Contract, Contractor shall be deemed to have made such study and investigation and that Contractor is familiar with and accepts the conditions of the site.

ARTICLE 4 STATUS OF CONTRACTOR

A. Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the Owner, or any of the Owner's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of Owner employees. Owner shall be permitted to monitor the activities to determine compliance with the terms of this Contract. Contractor and Subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

B. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its Subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its Subcontractors of any tier. The failure of the Contractor and all Subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

C. An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all Subcontractors of any tier are at all times during performance of the Work in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all Subcontractors are in full and strict compliance with the DIR registration requirements. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section

1771.1. Contractor or its Subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

ARTICLE 5 CONTRACTOR'S SUPERVISION

A. During progress of the Work, Contractor shall keep on the premises (including both the site and the plant) a superintendent satisfactory to Owner and, if applicable, Architect. Before commencing the Work herein, Contractor shall give written notice to Owner and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of Owner, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify Owner in writing. Superintendent shall represent Contractor and all directions given to Superintendent shall be as binding as if given to Contractor.

B. The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing and Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect at once. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make the Work properly fit at no additional cost to Owner. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to Subcontractors or agents.

C. Omissions from the drawings or specifications, or the misdescription of details of the Work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed Work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

D. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Project or Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

E. For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13-01 for further discussion.

ARTICLE 6 SUBCONTRACTORS

A. Contractor agrees to bind every Subcontractor by terms of Contract as far as such terms are applicable to Subcontractor's Work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to Owner for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and Owner, nor shall this Contract be construed to be for the benefit of any Subcontractor. The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon their Work.

B. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

ARTICLE 7 OWNER'S INSPECTOR

One or more Project Inspectors employed by the Owner and approved by the Division of the State Architect will be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8. No Work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He shall have free access to any or all parts of the Work at any time. The Owner will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the Owner to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse Owner for inspection and testing outside the normal eight-hour day or for any retests caused by the Contractor.

ARTICLE 8 ARCHITECT'S STATUS

A. The Architect shall be the Owner's representative during construction period and shall observe the progress and quality of the Work on behalf of the Owner. Architect shall have the authority to act on behalf of Owner only to the extent expressly provided in the Contract Documents. Architect shall have authority to stop work whenever such stoppage may be necessary in Architect's reasonable opinion to insure the proper execution of Contract.

B. The Architect shall be, in the first instance, the judge of the performance of this Contract. Architect shall side neither with Owner nor with Contractor, but shall exercise authority under Contract to enforce its faithful performance by both. Nothing herein authorizes Architect to act as arbitrator for the parties.

C. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.

D. The Architect shall be the final authority in determining the amount of Work satisfactorily completed and the amount of money due during the progress of construction.

ARTICLE 9 ASSIGNMENT OF ANTITRUST ACTIONS

A. Pursuant to Government Code section 4551, 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 Owner 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. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from 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 Owner 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 shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the Contract Price, less the expenses incurred in obtaining that portion of the recovery.

B. Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

ARTICLE 10 OTHER CONTRACTS

A. Owner reserves the right to let other contracts in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their Work and shall properly connect and coordinate its Work with theirs.

B. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, Owner shall decide which contractor shall cease work temporarily and which contractor shall continue or whether Work can be coordinated so that contractors may proceed simultaneously.

ARTICLE 11 OCCUPANCY

Owner reserves the right to occupy portions of the Project at any time before Completion, and such occupancy shall constitute final acceptance of that portion only to the extent that the Contractor will not be subject to performing Work or repairs caused by the Owner's use of the occupied areas. Such occupancy shall not extend the date specified for Substantial Completion or Final Completion of the Project. The Contractor will be required to complete punch list items documented by Owner, Architect, Inspector and Contractor prior to final payment. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Project by the Owner shall not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

ARTICLE 12 OWNER'S RIGHT TO DO WORK

Should the Contractor, at any time during the process of construction, fail or refuse to furnish enough materials or workmen to properly execute the Work, unless prohibited from so doing through the action of Owner, Architect, or other authorized official agencies, Owner, after giving five (5) days written notice to Contractor may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or Complete the Work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to Contractor.

ARTICLE 13 OWNER'S RIGHT TO TERMINATE CONTRACT

A. **Grounds for Termination.** The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-Subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- (1) Issuance of an order of a court or other public authority having jurisdiction; or
- (2) An act of government, such as a declaration of national emergency.

B. **Notice of Termination.** If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

ARTICLE 14 TERMINATION BY THE OWNER FOR CAUSE

A. **Grounds for Termination.** The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) Persistently or repeatedly is absent, without excuse, from the job site;
- (3) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (5) Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- (6) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- (7) If the Contractor has been debarred from performing work; or
- (8) Otherwise is in substantial breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the Surety:

- (1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (2) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover Completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (3) Complete the Work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

C. **Payments Withheld.** If the Owner terminates the Contract for one of the reasons stated in Article 14.A, the Contractor shall not be entitled to receive further payment until the Project is fully Complete. All costs associated with the termination and Completion of the Project shall be the responsibility of the Contractor and/or its Surety.

D. **Payments Upon Completion.** If the unpaid balance of the Contract Price exceeds costs of Completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor, or Owner, as the case may

be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

E. Remedies Other Than Termination. If a default occurs, the Owner may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14, do any of the following:

- (1) Permit the Contractor to continue under this Contract, but make good such deficiencies or Complete the Project and Contract by whatever method the Owner may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the Owner on demand;
- (2) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the Owner may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with Work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the Owner's order and complete the same within the time period given by the Owner in its notice to the Contractor; or
- (3) Initiate procedures to declare the Contractor a non-responsible contractor for a period of two to five years thereafter.

All amounts expended by the Owner in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the Owner at the maximum legal rate. The Owner may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the Owner, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the Owner shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the Owner of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the Owner may have at law or in equity.

ARTICLE 15 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

A. Termination for Convenience. Owner may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to Complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to Complete the Project. In such a case, the Contractor shall have no Claims against the Owner except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to take over Completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

B. Non-Appropriation of Funds/ Insufficient Funds. In the event that sufficient funds are not appropriated to Complete the Project or the Owner determines that sufficient funds are not available to Complete the Project, Owner may terminate or suspend the Completion of the Project at any time by giving written notice to the Contractor. In the event that the Owner exercises this option, the Owner shall pay for any and all Work and materials completed or delivered onto the site for which value is received, and the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of Work and materials not otherwise already paid for by the Owner up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All Work, materials and orders paid for pursuant to this provision shall become the property of the Owner. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Owner may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

ARTICLE 16 [NOT USED.]

ARTICLE 17 SUBSTITUTION OF SECURITIES

Pursuant to the requirements of Public Contract Code section 22300, upon Contractor's request, Owner will make payment to Contractor of any funds withheld from payments under this Contract if Contractor deposits with the Owner or in escrow with a California or federally chartered bank acceptable to Owner, securities eligible for the investment of State Funds under Government Code section 16430 or bank or savings and loan certificates of deposit interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the public agency.

ARTICLE 18 INSURANCE REQUIREMENTS

A. Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All required insurance limits in this Article must be met by the primary policy, rather than a lower limit primary policy and an excess or umbrella policy. The Owner will also not accept any surplus line insurance carriers. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents:

- (1) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (2) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

- (4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- (5) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors;
- (6) Claims involving Completed Operations including latent and patent defects, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating (XCU); and
- (7) Claims involving sudden or accidental discharge of contaminants or pollutants.

B. Specific Insurance Requirements. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

- (1) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit)	\$1,000,000.00
(b) Project Specific Aggregate (this Project only)	\$1,000,000.00
(c) Products and Completed Operations (aggregate)	\$1,000,000.00
(d) Personal and Advertising Injury Limit	\$1,000,000.00
- (2) Insurance Covering Special Hazards

The following special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts	\$1,000,000.00
(b) Material Hoist where used in amounts	\$1,000,000.00
(c) Explosion, Collapse and Underground (XCU) coverage	\$1,000,000.00
(d) Hazardous materials	\$1,000,000.00
- (3) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

C. Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts unless specifically waived in writing by the Owner. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

D. Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, the Owner, Construction Manager (if any), Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Construction Manager,

Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be as set forth in the Insurance Documents and Endorsements Form, or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of both ongoing and completed operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

E. Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

F. Builder's Risk/ "All Risk" Insurance. The Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the Owner and the Architect as additional named insureds, and any other person with an insurable interest as designated by the Owner. The risk of any damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which results in damage to the Work that is not covered by such insurance, is that solely of the Contractor and the Surety, and no claim for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor. It is the Contractor's sole responsibility to confirm all Work that may be performed and in place is covered by the appropriate "Builder's Risk/All Risk" Insurance policy.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

G. **Fire Insurance.** Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. This requirement may be waived upon confirmation by the Owner that such coverage is provided under the Builder's Risk Insurance being provided.

H. **Automobile Liability.** The Owner, Architect and Construction Manager (if any), Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager (if any), Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager (if any), Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager (if any), Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance is to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

I. **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

J. **Proof of Insurance.** The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(1) Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

(2) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(3) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.

(4) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

K. **Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner, Construction Manager, and the Architect.

L. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner.

The provisions of this Section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

ARTICLE 19 PERFORMANCE AND PAYMENT BONDS

A. **Bond Requirements.** Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and furnishing materials in connection with this Contract. The required bonds shall be in the form set forth in the Contract Documents. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, 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 bonds, the Owner may terminate the Contract for cause.

B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the California Code of Civil Procedure and proof of such is provided to the Owner.

ARTICLE 20 DRAWINGS AND SPECIFICATIONS

A. Materials or Work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.

B. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the “trade name” or “trade term.” The mere mention or notation of such “trade name” or “trade term” shall be considered a sufficient notice to Contractor that it will be required to Complete the Project with all its appurtenances according to the best practices of the trade.

C. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidentals and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

D. Figured dimensions on drawings shall govern, but Work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in Article entitled “Changes and Extra Work.” The specification calling for the higher quality material or workmanship shall prevail.

E. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently construct the Project, and to carry said Work to a successful conclusion.

F. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor knew or should have known that the Work as performed is contrary to said laws, ordinances, rules, and regulations and if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect’s instructions regarding said Work.

G. Questions regarding interpretation of drawings and specifications shall be clarified by the Architect. Should the Contractor commence Work or any part thereof without seeking clarification, Contractor waives any Claim for extra Work or damages as a result of any ambiguity, conflict, or lack of information.

ARTICLE 21 OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Contract Documents and copies thereof furnished by Owner are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the Owner on request at Substantial Completion of the Project.

ARTICLE 22 DETAIL DRAWINGS AND INSTRUCTIONS

A. In case of ambiguity, conflict, or lack of information, Architect shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

B. Work shall be executed in conformity therewith and Contractor shall do no Work without proper drawings and instructions. The Architect will furnish necessary details to more fully explain the Work, which details shall be considered as part of the Contract Documents.

C. Should any details require Work and costs beyond those which reasonably should have been included in the Contract, Contractor shall give written notice thereof to the Owner within five (5) business days of the receipt of same. In case no notice is given to the Owner within five (5) business days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the Dispute or Claim will be considered and, if found justified, the Owner or Architect will either modify the drawings or shall recommend to Owner a Change Order/ Construction Change Document for the extra Work involved.

D. All parts of the described and shown construction shall be of the quality of their respective kinds shown in the Plans or as specified, and the Contractor is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the Work without first obtaining from the Architect some directions and/or drawings as may be necessary for the proper performance of the Work.

E. If it is found at any time, before or after Completion of the Project, that the Contractor has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the Owner shall issue an order to Contractor: (1) that all such improper Work should be removed, remade, and replaced, and all Work disturbed by these changes be made good at the Contractor's expense; or (2) that the Owner deduct from any amount due Contractor, the sum of money equivalent to the difference in value between the Work performed and that called for by the drawings and specifications. Owner shall in its sole discretion determine such difference in value. The Owner, at its option, may pursue either course.

ARTICLE 23 TESTS AND INSPECTIONS

A. Tests and inspections will comply with California Code of Regulations Title 21, Chapter 4 and Section 42, and Title 24, Chapter 4, Part I. All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector 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 is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

B. Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website. Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.

C. The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

D. The Owner will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the Owner to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Project or Work. If the Contractor is behind schedule, it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project or Work. Contractor shall reimburse Owner for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

E. It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so Work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website.

F. If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 100 miles from the Project Site, the Owner shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with Owner, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Project or Work.

G. DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5, the Owner shall not be held liable in any action filed against the Owner for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the Owner is the basis for the issuance of the Stop Work Order. Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

H. Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document (“CCD”) to correct the Notice of Non-Compliance. In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor’s deviation from approved Plans and Specifications shall be the Contractor’s responsibility.

I. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or Owner’s representative, and not by Contractor.

J. Contractor shall notify Owner, a sufficient time in advance, of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, in order that Owner may arrange for testing of same at source of supply. Any materials shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in Work without prior approval of Owner and subsequent testing and inspection.

K. Work shall not be covered without the Inspector’s review and the Architect’s knowledge that the Work conforms to the requirements of the approved Plans and Specifications. Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires “at least 48 hour” advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector’s or the Architect’s observation and be replaced at the Contractor’s expense without change in the Contract Price or Time.

L. If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order/ CCD and shall, be charged to the Owner. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

M. The Owner will pay costs for all tests and inspections and shall be reimbursed by the Contractor for such costs under the following conditions:

- (1) When such costs are stipulated in the provisions of the Contract documents to be borne by the Contractor;

- (2) When a material or product is tested or inspected and fails to meet the requirements of the specifications and/or drawings;
- (3) When the source of the material or product is changed after the original test or inspection has been made and approved.

N. If, in the opinion of the Owner, subsequent delivery of a tested material or product seems inferior to, or differs from, the original, said material or product shall be retested upon written order from the Owner and, should the material or product fail to meet the requirements of the specifications and/or drawings, the Contractor shall pay all costs of such tests, but where the material or product does pass the requirements, the Owner will pay the cost.

O. All tests and inspections specified for each material or product shall be made in accordance with the detailed specifications for tests or inspections of the material or product as specified.

P. If a material or product is not required to be tested, the Owner may require the Contractor to furnish a certificate bearing the official and legal signature of the supplier, with each delivery of such material or product, stating that the material or product complies with the specifications.

ARTICLE 24 STATE AUDIT

Pursuant to and in accordance with the provisions of Government section 10532, or any amendments thereto, all books, records, and files of Owner, Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

ARTICLE 25 PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

No substitution of any article, device, equipment, product, material, fixture, patented process, form, or method shall be allowed unless specifically approved in writing by the Owner. The Owner has sole discretion in permitting and approving any proposed substitutions.

ARTICLE 26 SAMPLES

A. Contractor shall furnish for approval, within thirty-five (35) days following award of the Contract, all samples as required in specifications together with catalogs and supporting data required by Owner. This provision shall not authorize any extension of time for performance of this Contract. Owner shall review such samples, as to conformance with design concept of work and for compliance with information given in the Contract Documents and approve or disapprove same within ten (10) business days from receipt of same.

B. Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

C. Samples of materials and/or articles shall, upon demand of Owner, be submitted for tests or examinations and consideration before incorporation of same in Work is started. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of Contractor.

ARTICLE 27 PROGRESS SCHEDULE

A. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

B. Baseline Schedule Requirements.

(1) Timing. Within five (5) calendar days after the date of the Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor fails to submit the Baseline Schedule within the five (5) days noted then the Owner may withhold processing and approval of progress payments.

(2) Schedule Must Be Within the Given Contract Time. The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

(3) Submittals Must Be Incorporated. Contractor shall include submittals as line items in the Baseline Schedule. Submittals shall not delay the Work, milestones, Substantial Completion date, or Final Completion date. Failure to include submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

(4) No Early Completion. Contractor shall not submit a schedule showing early Completion without indicating float time through the date set for Project Completion by the Owner. Contractor's Baseline Schedule shall account for all days past early Completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay Claim, Dispute, or damages due to delay.

(5) Use of Schedule Provided by the Owner. In some cases, the Owner may include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the milestones provided by the Owner. Contractor shall obtain information from Contractor's Subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of Subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

(6) Incorrect Logic, Durations, Sequences, or Critical Path. The Owner may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor's plan to Complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the Owner or Architect, the Owner reserves the right to utilize the unapproved originally submitted Baseline Schedule (see below) and the comments submitted to hold Contractor accountable for timely delivery of Work and

maintenance of milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

(7) Contractor Responsibility Even if Schedule Issues Are Not Discovered. Failure on the part of the Owner to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

(8) Failure to Meet Requirements. Failure of the Contractor to provide proper schedules as required by this Article is a material breach of the Contract and grounds for termination. The Owner, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

(9) Use of an Unapproved Baseline Schedule. If Baseline Schedule submitted is unacceptable to the Owner (i.e. failing to meet the requirements of this Article) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the Owner moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet schedule update requirements of this Article and incorporate all comments in all updates). However, for purposes of termination for cause, the schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all float and other mandatory schedule requirements under this Article as well as incorporating all revisions from Owner or Architect that are noted.

C. Update Schedules.

(1) Updates Shall Be Based on Approved Baseline Schedule. Except in the case where there has not been agreement as to a Baseline Schedule, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of this Article. In the case of utilization of an unapproved Baseline Schedule or no Baseline Schedule has been approved, schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of this Article. Contractor shall be held to the unapproved Baseline Schedule, inclusive of all milestones, adjusted for comments and all required Baseline Schedule inclusions under this Article.

(2) Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual Substantial and Final Completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items.

(3) Recovery Schedule. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or Owner, shall take the steps necessary to improve Contractor's progress and demonstrate to the Owner and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a recovery schedule showing how the Completion Date will be met. In no case, shall a recovery schedule be provided later than five (5) days following the request for a recovery schedule from the Architect or Owner.

ARTICLE 28 MATERIALS AND WORK

A. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

B. Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.

D. Contractor shall, after receipt of the Notice of Award of Contract from the Owner, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from the Owner, furnish to the Owner documentary evidence showing that orders have been placed.

E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Substantial Completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to Owner free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise Owner as to its owner.

F. For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

ARTICLE 29 OBTAINING OF PERMITS, LICENSES AND EASEMENTS

Permits, licenses, and certificates necessary for prosecution of Work shall be secured and paid for by Contractor, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to Architect before demand is made for the certificates of final payment. Contractor shall, and shall require Subcontractors to, maintain Contractor's licenses in effect as required by law.

ARTICLE 30 ACCESS TO WORK

Owner and its representatives shall at all times have access to Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that Owner's representatives may perform their functions.

ARTICLE 31 SANITARY FACILITIES

If applicable, Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law.

ARTICLE 32 CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises. Upon Substantial Completion and Final Completion of Work, Contractor shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If Contractor fails to clean up, Owner may do so and the cost thereof shall be charged to Contractor.

ARTICLE 33 GUARANTEE

A. Contractor Warrants that all Work (which includes any equipment furnished by Contractor as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by Contractor; (c) Be new, and conform and perform to the requirements stated in the Specifications, and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) Be suitable for the use stated in the Specifications.

B. The warranty period for discovery of defective Work shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the Work or Project is not available for use due to defective Work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective Work shall continue for a duration equivalent to the original warranty period.

ARTICLE 34 DUTY TO PROVIDE FIT WORKERS

A. Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on any person not skilled in the Work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.

B. Any person in the employ of the Contractor or Subcontractors whom Owner may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of Owner. As used in this Article, "unfit" means any person who the Owner concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

C. Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its Subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its Subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall preclude any of its employees or Subcontractor's employees from bringing any animal onto the Project.

ARTICLE 35 FINGERPRINTING

Contractor shall comply with all provisions of either Education Code section 45125.1 or 45125.2. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the Owner, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the certification as set forth in the Contract Documents. As part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list. At Owner's sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner's sole discretion, without any further compensation to Contractor.

Pursuant to Section 45125.2 Contractor shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of Contractor whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code section 45125.2 (c).

ARTICLE 36 WAGE RATES, TRAVEL AND SUBSISTENCE

A. **Wage Rates.** Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

B. **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

C. **Wage Rates Not Affected by Subcontracts.** The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

D. **Per Diem Wages.** The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

E. **Forfeiture and Payments.** Pursuant to Labor Code §1775, the Contractor shall forfeit to the Owner, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

F. **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The Owner will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The Owner can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, Disputes, Claims, costs, damages or liability of any kind against the Owner by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

ARTICLE 37 PAYROLL RECORDS

A. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

B. All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the Owner or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the Owner with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(4) If a request for inspection of certified copy payroll records is made through the Owner, the Contractor and/or Subcontractors shall have 10 days to comply following receipt of a written notice from the Owner requesting the certified payroll records described in Labor Code section 1776. If the Contractor or any Subcontractor fails to comply within this 10-day period, the Owner shall notify the Division of Labor Standards Enforcement who may request penalties be withheld from progress payments then due.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to

the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

F. The Contractor shall inform the Owner of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

G. The Contractor or Subcontractor(s) shall have 10 days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the Owner, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty due to the failure of a Subcontractor to comply with this section.

The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 38 WITHHOLDING OF CONTRACT PAYMENTS & PENALTIES

The Owner may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- (1) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- (2) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- (3) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- (4) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (5) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing labor on public works projects.

ARTICLE 39 APPRENTICES

A. **Apprentice Wages and Definitions.** All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which

he or she is training or in accordance with the rules and regulations of the California Apprenticeship Council.

B. Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project and all Subcontractors, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor. The Contractor or Subcontractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

C. Submission of Contract Information. Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the Owner if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the Owner, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

D. Apprentice Fund. The Contractor and all Subcontractors, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her price for the Contract.

E. Prime Contractor Compliance. The responsibility of compliance with this Article and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

ARTICLE 40 PROTECTION OF PERSONS AND PROPERTY

A. The 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 prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until Final Completion and final acceptance by the Owner. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in

Government Code section 4151(b). Contractor's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract Price pursuant to Government Code section 4150.

B. Contractor shall take, and require Subcontractor to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by Owner or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, 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. Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to Owner by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

C. In an emergency affecting safety of life, of Work, or of adjoining property, Contractor, without special instruction or authorization from Architect or Owner, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by Architect or Owner. Owner will not hold Contractor liable for damages proximately caused by Contractor's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to Work or adjoining property. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

D. Contractor shall provide such heat, cooling, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

E. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.

F. Contractor shall (unless waived by the Owner in writing):

- (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the Owner regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by Architect of Owner.

(4) Take preventive measures to eliminate objectionable dust.

(5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and shall not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of Owner and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the Owner. All filing and plan check fees shall be paid by Contractor.

G. The Contractor shall be responsible to coordinate its services with the Owner and its consultants to develop and obtain approval of a Site Safety Plan for the Project meeting the requirements and as set forth in California Fire Code Chapter 33. At a minimum, the Site Safety Plan shall include all information required in California Fire Code section 3303.1.1. Contractor shall note specific requirements set forth in California Fire Code Chapter 33 including, but not limited to, providing a fire watch during non-working hours for new construction that exceed 40 feet in height above the lowest adjacent grade at any point along the building perimeter, providing portable fire extinguishers, etc. All Work on the Project shall be in accordance with Chapter 33 of the California Building Code and California Fire Code, and the approved written Site Safety Plan. No construction activity shall commence on the Site prior to the DSA's approval of the submission of the Site Safety Plan. Any costs and delays by the Contractor for its failure to coordinate its services to develop and obtain approval of the required Site Safety Plan shall be the sole responsibility of the Contractor and shall not be the basis for any type of delay claim or delay-related damages.

ARTICLE 41 NON-DISCRIMINATION

In the performance of the terms of this Contract, Contractor agrees that it will not engage in nor permit such Subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

ARTICLE 42 COST BREAKDOWN AND PERIODICAL ESTIMATES

Within five (5) days of award of the Contract, Contractor shall furnish on forms approved by Owner, a detailed estimate giving complete breakdown of Contract Price for each Project or site and a periodical itemized estimate of Work done for purpose of making partial payments thereon. Within five (5) days of request of Owner, Contractor shall provide a schedule of estimated monthly payments which shall be due Contractor under Contract. Values employed in making up any of these schedules will be used for determining basis of partial payments and may be considered as fixing a basis for additions to, or deductions from, the Contract Price as determined by the Owner. Contractor shall include in any breakdown or estimate the cost of final Project record documents, guarantees, warranties, O&M manuals, photographs, etc.

ARTICLE 43 CONTRACTOR CLAIMS & DISPUTES

A. **Decision of Architect.** “Disputes” or “Claims” as defined in these General Conditions between Owner and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred formally submitted to the Architect with a separate and discreet notice of Dispute in writing for action as provided in Article 43.B within ten (10) days after Contractor’s request for change, request for additional costs, or request for additional time is denied, or within ten (10) days after any Contractor knew or should have known a Dispute existed, whichever is earlier. References to Disputes or Claim in meeting minutes, RFI’s, or other communications during construction do not meet the Contractor’s requirement to submit a formal separate and discreet notice of Dispute. Failure to timely comply with this written notice requirement and provide all required supporting documents shall result in the Contractor waiving any such Dispute or any subsequent related Claim. Any Disputes or Claims submitted by the Contractor after a request for Retention Payment or when Retention Payment can be released to the Contractor shall be deemed waived and void. If there is a construction manager (CM), the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 43.B, shall be required as a condition precedent to proceeding with remedies set forth in Article 44 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached completion. The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 43.E within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order/ Construction Change Document or directive for which approval has not been provided.

B. **Architect’s Review.** As a condition precedent and prior to the Architect’s review of the Dispute, the Contractor must submit all required documents and information to fully substantiate the Dispute so that the Architect can make an informed decision. The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety of the nature and amount of the Dispute. Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the Owner and Contractor.

C. **Documentation if Resolved.** If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

D. **Actions if Not Resolved.** If a Dispute has not been resolved pursuant to Article 43.B above, the Contractor shall, within ten (10) days after the Architect’s initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 43.B above.

E. **Architect’s Written Decision.** If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 43.D above. Upon expiration of such time period, the Architect (or Architect through CM) will render to the

parties its written decision relative to the Dispute, including any change in the Contract Price or Contract Time or both. The Architect may also request reasonable additional time to complete Architect's written decision. If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a formal Claim to the Owner under Article 44.

F. **Continuing Contract Performance.** Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been Completed, and not before.

G. **Claims for Extension of Time.** If Contractor and Owner cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed and fully complied with all schedule and schedule update requirements set forth in these General Conditions. Upon completion and full compliance of all schedule and schedule update requirements set forth in these General Conditions, Contractor must then comply with all Disputes and Claims requirements.

ARTICLE 44 CLAIMS PROCEDURES & REQUIREMENTS

Pursuant to the remedies under Public Contract Code sections 9201 et seq. and 20104 et seq., and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of this Article to quickly and efficiently resolve Disputes and Claims. These requirements are intended as "reasonable . . . claim and dispute resolution procedures and requirements," as permitted by Public Contract Code section 9204 (f) and not intended "to conflict with or otherwise impair the timeframes and procedures," therein. Further, to provide a level of accuracy to the records submitted, the Owner shall have the right to audit books and records based on the actual costs incurred and to reduce the uncertainty in resolving Disputes and Claims with limited information. The Claims procedures herein are intended to supplement, clarify, and harmonize the above Public Contract Code claim requirements and to ensure that all work performed on the Project as to which there is no dispute is paid for in full in a timely manner and to ensure that all disputes are resolved in an efficient and reasonable manner.

A. Procedures and Requirements Applicable to all Claims.

(1) **Definition of Claim:** A "Claim" shall have the same meaning as in Public Contract Code sections 9204 and 20104, including the requirements of Section 9204 (c)(1) to submit a Claim to the Owner by registered or certified mail. In addition, a Claim shall include a dispute involving any withholding the Owner makes or has provided notice to the Contractor that it intends to make from any payment that would otherwise be due to the Contractor. Before any Dispute rises to the level of a Claim, the Contractor shall have complied with the applicable provisions of Article 43, including the requirement to assemble and submit Supporting Documentation as defined below. In accordance with the provisions of Sections 9204 and 20104, a Claim is a separate and distinct demand and Contractor shall not submit a Claim that involves multiple Disputes, but each rejected Dispute shall be submitted as a separate Claim. Contractor agrees that the Dispute and Claims process set forth in Articles 43 and 44 fully complies with all applicable requirements in Public Contract Code sections 9204 and 20104 et seq. The submission of a claim pursuant to Government Code section 910 et seq. does not qualify as a submission of a Dispute or Claim in compliance with Articles 43 and 44.

(2) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the Owner even though a written Claim has been filed. The Contractor and the Owner shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.

(3) Supporting Documentation: “Supporting Documentation” means all required documentation for the Owner to make an informed decision regarding a Claim. Contractor agrees that Supporting Documentation is required to meet the Contractor’s requirement to provide “reasonable documentation” as required in Public Contract Code section 9204 (d)(1)(B) and to provide “documents necessary to substantiate the claim” as required in Public Contract Code section 20104.2 (a). Supporting Documentation shall also include, without limitation: arguments, justifications, cost, estimates, Baseline and Construction Schedule analysis and detailed documentation. Contractor agrees that in order to facilitate an efficient and reasonable resolution of Claims, Contractor agrees to provide all Supporting Documentation along with the following which shall also be deemed included in the definition of “Supporting Documentation.”

1. Cover letter that includes, at a minimum:
 - (a) A summary of factual basis, including a narrative, of the Claim and amount of Claim.
 - (b) A summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
2. Documents relating to the Claim, including, but not limited to:
 - (a) Specifications sections in question.
 - (b) Relevant portions of the Drawings.
 - (c) Applicable Clarifications (RFI’s).
 - (d) Other relevant information, including responses that were received.
 - (e) Contractor Analysis of Claim merit.
 - (f) Contractor’s analysis of any Subcontractor vendor Claims that are being passed through.
 - (g) Any analysis performed by outside consultants.
 - (h) Any legal analysis that Contractor deems relevant.
3. Itemized break down of all costs associated with the Claim.
4. For Claims relating to time extensions, an analysis and Supporting Documentation evidencing any effect upon the critical path in conformance with the requirements of Article 27 and chronology of events and related correspondence.
5. Applicable daily reports and logs--If the daily reports or Logs are not available, lost, or destroyed, there shall be a presumption that the lost documentation was unfavorable to Contractor. See California Civil Jury Instruction 204.
6. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any

and all supporting back-up data, including the original proposal (and associated original unaltered metadata). The metadata and proposal information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the proposal documentation should remain intact and available for review and inspection in case of this type of increased cost Claim. This data on the proposal shall be made available to any Owner attorneys or experts and shall also be utilized as evidence for any legal proceedings. If the proposal documentation is not available, lost or destroyed, there shall be a presumption that the lost proposal documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.

7. Certification: Contractor (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:

- (a) That Contractor has reviewed the Claim and that such Claim is made in good faith;
- (b) Supporting data are accurate and complete to the best of Contractor's knowledge and belief;
- (c) The amount requested accurately reflects the amount of compensation for which Contractor believes the Owner is liable; and
- (d) That Contractor is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.

8. Signature of Certification: If Contractor is not an individual, the certification shall be executed by an officer or general partner of Contractor having overall responsibility for the conduct of Contractor's affairs

(4) Formal Claim Notification: The Contractor shall not later than seven (7) calendar days after the final written decision of the Architect regarding a Dispute, or if the time period for Architect's decision has passed under Article 43.E without a decision, submit a Formal Claim Notification in writing sent by registered mail or certified mail with return receipt requested, to the Owner, attention to the Owner's Director Facilities Planning and Construction (and, if there is one, the Owner's CM) stating clearly the basis for the Claim and including all Supporting Documentation as above. If the Formal Claim Notification is not submitted within seven (7) days after the written decision of the Architect regarding the Dispute or the passage of time under Article 43.E, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be deemed rejected in its entirety, and any and all deadlines or time limitations provided for by statute or this Agreement shall start running without tolling and without further action from the Owner. The Owner's failure to respond within forty-five (45) days of receipt of a Formal Claim Notification shall be considered a denial of the Claim asserted in the Formal Claim Notification and any deadlines or time limitations provided for by statute or this Agreement shall start running without tolling. References to meeting minutes, RFI's, or other communications during construction of the Project do not comply with the Formal Claim Notification requirements. The Formal Claim Notification must be presented as follows.

1. The term "Formal Claim Notification" must be written at the top of the page in no smaller than 20-point font size.

2. Declaration that the Contractor has reviewed the Claim and that such Claim is made in good faith.
 3. All Supporting Documentation as defined and required above must be submitted with the Formal Claim Notification along with a declaration that all Supporting Documentation is accurate and complete.
 4. The amount requested accurately reflects the amount of compensation for which the Contractor believes the Owner is liable.
 5. Appropriate organization of all Supporting Documentation. Supporting Documentation greater than 25 pages in length shall be organized in logical sections and separated with numbered or lettered dividers. Summaries and narratives shall reference these sections as applicable. A stack of documents, a copy of all Project documents, or the submission of random documents shall not constitute compliance with the requirement to provide all Supporting Documentation.
 6. The Contractor is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.
- (5) Upon receipt of a proper Claim and all Supporting Documentation as required above, the Owner shall conduct a reasonable review of the Claim. The Owner may also request additional documentation. The parties may also agree in writing to mutually extend any time periods set forth below.
- (6) **Response to Claim (Additional Documentation is NOT Requested):** If the Owner does not request additional documentation within thirty (30) days of receipt of a proper Claim and all Supporting Documentation, the Owner shall provide a written response to the Claim within forty-five (45) days of the Contractor's submission of the Claim. The response may deny the Claim, allow the Claim in part, or allow the Claim in whole. The Owner's response under this provision shall be deemed the responses required pursuant to Public Contract Code sections 9204 (d)(1)(A) and 20104.2 (b)(3) or 2014.2 (c)(3). If the Owner fails to respond in writing within the forty-five (45) days, the Claim shall be deemed rejected in its entirety, and any and all deadlines or time limitations provided for by statute or this Agreement shall start running without tolling and without further action from the Owner. If the Contractor disagrees with the Owner's written decision or the Owner's decision to allow the Claim to be rejected in its entirety by expiration of the forty-five (45) days, within fifteen (15) days thereof, the Contractor must submit a written demand, sent by registered or certified mail, return receipt requested, for a meet and confer conference pursuant to Public Contract Code sections 9204 (d)(2)(A) and 20104.2 (d). The provisions set forth in Article 44.A(8) below shall apply to the demand for a meet and confer conference under this paragraph. Failure to timely submit a request for a meet and confer shall not toll any applicable deadlines or time limitations provided for by statute or this Agreement.
- (7) **Response to Claim (Additional Documentation is Requested):** In accordance with the provisions of Public Contract Code section 20104.2, within thirty (30) days of receipt of a proper Claim and all Supporting Documentation, the Owner (or Owner through the Construction Manager or Owner's agent or attorney) may request in writing any

additional documentation the Owner finds reasonably necessary to make a determination of the Claim's merit. If the Owner makes a request for additional documentation, the following shall apply:

1. Within five (5) calendar days of the Owner's request, the Contractor shall inform the Owner in writing whether the Contractor will provide the additional documentation and provide a date certain by which the Contractor will provide the additional documentation. If the Contractor agrees to submit the additional documentation, the time within which the Owner must respond under Public Contract Code sections 9204 (d)(1)(A) and 20104.2 (b)(1) or 2014.2 (c)(1), as applicable, shall not start to run until the Contractor submits and the Owner receives the additional documentation.
2. If the Contractor provides the requested additional documentation, the Owner shall provide a written response to the Claim as follows: 1) for Claims less than \$50,000: within fifteen (15) days of receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the requested additional documentation, whichever is greater; 2) for Claims between \$50,000 and \$375,000, inclusive: within thirty (30) days of receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the requested additional documentation, whichever is greater; or 3) for Claims over \$375,000: within forty-five (45) days of receipt of the additional documentation. The Owner's response under this provision shall be deemed the responses required pursuant to Public Contract Code sections 9204 (d)(1)(A) and 20104.2 (b)(3) or 2014.2 (c)(3).
3. If the Contractor denies the Owner's request for additional documentation, fails to respond to the Owner's request for additional documents within five (5) calendar days, or fails to provide the additional documentation as requested, the Claim shall be deemed rejected in its entirety as of the date certain represented by the Contractor based upon the grounds that the Contractor's failure to timely and adequately substantiate its Claim, and any and all deadlines or time limitations provided for by statute or this Agreement shall start running without tolling and without further action from the Owner. Notwithstanding Contractor's failure to respond or submit the additional documentation as requested and required, pursuant to Public Contract Code section 9204 (d)(1)(A), the Owner may, in its sole discretion, approve any portion of the Claim it deems to have merit based on the information available to the Owner. In the event the Owner deems some portion of the Claim to have merit, the Owner will notify the Contractor and payment will be made within 60 days of such notification in accordance with the provisions of Public Contract Code section 9204.
4. If the Contractor disagrees with the Owner's written decision or the Owner's decision to reject the Claim in its entirety as allowed above, the Contractor must submit a written demand, sent by registered or certified mail, return receipt requested, for a meet and confer conference pursuant to Public Contract Code sections 9204 (d)(2)(A) and 20104.2 (d). The provisions set forth in Article 44.A(8) below shall apply to the demand for a meet and confer conference under this paragraph. Failure to timely submit a request for a meet and confer shall not toll any applicable deadlines or time limitations provided for by statute or this Agreement.

(8) Demand for Meet and Confer Conference: The following shall apply to all demands for a meet and confer conference under Public Contract Code section 9204 or Public Contract Code section 20104 *et seq.*:

1. The meet and confer demand for shall be sent to the Owner's Director Facilities Planning and Construction. The written demand must be entitled "Demand for Meet and Confer Conference Pursuant to Public Contract Code Requirements" at the top of the demand, in no less than 20-point font size. Upon receipt of the demand, the Owner shall promptly schedule the informal conference so that it takes place within thirty (30) days of receipt of the Contractor's meet and confer demand.
2. Notwithstanding the fact that both Public Contract Code section 9204 and Public Contract Code section 20104 *et seq.* may apply to a particular Claim, only one such demand for a meet and confer conference shall be required. Further, the Contractor and the Owner need only participate in one meet and confer conference for each Claim. However, subject to the sole discretion of the Owner, the settlement of multiple Claims may be attempted at any informal meet and confer conference.

(9) As provided for in Public Contract Code section 9204 (d)(2)(B), within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Owner will provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, Article 44.A(15) below shall apply.

(10) If the Owner needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the required number of days for the Owner to respond to the Claim as noted above, or within the mutually agreed to extension of time, following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed meeting of the governing Board after the required number of days for the Owner to respond to the Claim as set forth above, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim.

(11) Any disputed portion of the Claim, as identified by the Contractor in writing after the required meet and confer conference, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 44.D.

(12) For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation

or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(13) Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this Article shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(14) This Claims process does not preclude the Owner from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the Claim. This Claims process does not preclude the Owner from submitting individual Disputes or Claims to binding arbitration pursuant to Article 44.C.

(15) Failure by the Owner to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety, and any and all deadlines or time limitations provided for by statute or this Agreement shall start running without tolling and without further action from the Owner. A Claim that is denied by reason of the Owner's failure to have timely responded to a Claim, or its failure to otherwise meet the time requirements of this Article, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

(16) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Dispute or Claim against the Owner because privity of contract does not exist, the Contractor may present to the Owner a Dispute or Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Dispute or Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Dispute or Claim be presented to the Owner shall furnish all required Supporting Documentation to support the Dispute or Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Dispute or Claim to the Owner and, if the Contractor did not present the Dispute or Claim, provide the subcontractor with a statement of the reasons for not having done so. Any Dispute or Claim by any subcontractor is subject to the requirements of Articles 43 and 44.

(17) Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

(18) The Contractor's Dispute or Claim shall be denied if it fails to fully comply with the requirements of Articles 43 and 44.

B. Claims Procedures in Addition to Government Code Claim. Nothing in the Disputes and Claims procedures set forth in Articles 43 and 44 or other provisions in the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

C. Binding Arbitration of Individual Claim Issues. At the Owner's sole option, the Owner may submit individual disputes, or claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding

arbitration is utilized, such resolution is a full and final resolution of the particular claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual claims in binding Arbitration. This individual dispute arbitration process is not an arbitration clause and shall not be construed as an agreement to arbitrate. This individual disputes arbitration process is for the sole purpose of streamlining and resolving disputes or claims during construction and shall be requested on specific individual items by the Owner prior to Completion of the Project.

D. Resolution of Disputes in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Articles 43 and 44, such Claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been Completed, and not before.

E. Warranties, Guarantees and Obligations. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to Owner and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 45 PAYMENTS TO CONTRACTOR

A. Unless otherwise specified, each month within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the Owner's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The Owner shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the final payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the Owner is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the Owner.

B. Before payment is made hereunder, the Owner will review the request for progress payment with Owner and Inspector for verification that the Work for which payment is requested has been performed in accordance with the Terms of the Contract.

C. Owner and Inspector shall sign the request for payment as verification that the Work has been performed. It is understood moreover, that signature of the Inspector and Architect shall not be conclusive upon Owner, but merely advisory.

D. Upon request by the Owner, Contractor shall provide lien releases or partial lien releases for payments previously made. Contractor shall not be entitled to any payment for Work performed if

Contractor has not complied with any lawful direction from the Owner or has failed to provide lien releases as requested.

E. Prior to final payment, Contractor and each Subcontractor shall certify that the Project does not contain any asbestos containing materials.

F. After Completion of the Work, Contractor shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the Contract and, all Disputes or Claims for compensation under or arising out of this Contract. The Contractor's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the Contract and all Disputes and Claims against Owner under or arising out of this Contract except those identified by Contractor in writing and unsettled before Contractor's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recordation of the Notice of Completion by the County Registrar. Acceptance will be made only by action of the Governing Board.

G. In accordance with Public Contract Code section 7100, payments by the Owner to the Contractor for any and all undisputed amounts is contingent upon the Contractor furnishing the Owner with a release of all Disputes and Claims against the Owner related to such undisputed amounts.

H. No payment by Owner hereunder shall be interpreted so as to imply that Owner has inspected, approved, or accepted any part of the Work.

ARTICLE 46 CHANGES AND EXTRA WORK

A. Owner may, as provided by law and without affecting the validity of this Contract, order changes, modifications, deletions and extra Work by issuance of written Change Orders/ Construction Change Documents from time to time during the progress of the Project, Contract Price being adjusted accordingly. All such Work shall be executed under conditions of original Contract except that any claim for an extension of time caused thereby shall be adjusted at time of ordering such change.

B. In giving instructions, Architect shall have authority to make minor changes in Work, not involving change in cost, and not inconsistent with purposes of the building. Otherwise, except in an emergency endangering life or property, no extra Work or change shall be made unless in pursuance of a written order from Owner, authorized by action of the Governing Board and no Dispute or Claim for addition to Contract Price shall be valid unless so ordered.

C. The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract:

	<u>EXTRA</u>	<u>CREDIT</u>
For Work Performed by Subcontractor:		
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____

	<u>EXTRA</u>	<u>CREDIT</u>
(d) Subcontractor's Direct Cost- Subtotal of (a) through (c)		
(e) For work performed by Subcontractor, add Subcontractor's overhead and profit not to exceed 10% of Item (d). Contractor may include 5% of Item (d) for its overhead and profit. Mark-ups above shall be included for first-tier Subcontractors only.		
Note: Do not include any Contractor costs covered in this Item (e) if Change Order will be paid using the Owner's Allowance- see Item (o) below.		
(f) Bond and insurance costs not to exceed one percent (1%) of Item (d). Do not include any costs covered in this Item (f) if Change Order will be paid using the Owner's Allowance- see Item (o) below.		
(g) Subcontractor's Total Cost:		
For Work Performed by Contractor:		
(h) Material (attach itemized quantity and unit cost plus sales tax)		
(i) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(j) Equipment (attach invoices)		
(k) Contractor's Direct Cost- Subtotal of (h) through (j)		
(l) For work performed by Contractor, add Contractor's overhead and profit not to exceed 10% of Item (k)		
Note: Do not include any costs covered in this Item (l) if Change Order will be paid using the Owner's Allowance- see Item (o) below		

	<u>EXTRA</u>	<u>CREDIT</u>
(m) Bond and insurance costs not to exceed one percent (1%) of Item (k). Do not include any costs covered in this Item (m) if Change Order will be paid using the Owner's Allowance- see Item (o) below.	_____	_____
(n) Contractor's Total Cost:	_____	_____
(o) Approved Cost/CO to be Paid By Owner Allowance? ☐ Yes ☐ No		
TOTAL COST OF CHANGE ORDER (ITEM (g) + ITEM (n):	_____	_____
(p) Approved Time/ Days	_____	_____

D. Contractor shall submit a change order request or a written notice of change to the Owner and the Architect if any instruction, request, drawing, specification, action, condition, omission, default, deduction, deletion, or other circumstances occur that impact the Contract Price, the critical path, or the Contract Time. Such notice of change shall be provided prior to the commencement of performance of the work affected and no later than five (5) days after the discovery date of such circumstances by the Contractor. References to a notice of change in meeting minutes, RFI's, or other communications during construction do not constitute proper notice of a change. Once a timely notice of change has been submitted to the Owner and Architect, Contractor shall thereafter submit a fully complete COR as required by this Article. Failure by the Contractor to provide a complete and timely notice of change and/or change order request as required by this Article shall constitute a waiver by Contractor of the right to a Contract adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the Disputes and Claims process or by any other legal process otherwise provided for under applicable laws.

E. If Contractor does not remove such Work within a reasonable time, fixed by written notice, Owner may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, Owner may, upon ten (10) calendar days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

F. A written directive or order to the Contractor prepared by the Architect and signed by the Owner and Architect (and CM if there is a CM on the Project) may be issued directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by written directive, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Price and Contract Time will be adjusted accordingly. In the case of a directive being issued, Contractor must commence Work immediately or delays from failure to perform the directive shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for termination for cause under Article 14. A directive does not automatically trigger a Dispute or Claim under Article 43.

ARTICLE 47 COMPLETION

A. See definitions of “Substantial Completion/ Substantially Complete(d)” and “Complete/ Completion/ Final Completion” in Article 1.

B. When the Contractor considers the Project Substantially Complete (See Article 1 for definition of Substantially Complete), the Contractor shall prepare and submit to the Owner a comprehensive list of minor items to be completed or corrected (hereinafter “Punch List”). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the incomplete Punch Items listed. Failure to include an item on such Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

C. If any of the conditions noted in Article 1 as defining Substantial Completion are not met, the Inspector, Architect or Owner may reject Contractor’s incomplete Punch Items as premature. If the Architect and Inspector commence review of incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by incomplete Punch Items unless otherwise addressed in these General Conditions. Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

D. Contractor shall only be given a period of no more than twenty (20) days to complete the Punch List for the Project. During the Punch List period, the Contractor’s Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time, the Owner, Construction Manager or Architect may issue a valued Punch List and deduct 150% of the reasonable value of all incomplete Punch List items and proceed to close out the Project.

E. More than two (2) requests of the Owner to make Punch List inspections shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor’s responsibility and all such costs will be prepared as a Deductive Change Order or deducted from current amounts owed to the Contractor.

ARTICLE 48 ADJUSTMENTS TO CONTRACT PRICE

A. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, Owner may, after five (5) days’ written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies.

B. Owner shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct Work injured or not done in accordance with Contract provisions, an equitable reduction in the Contract Price shall be made.

ARTICLE 49 CORRECTION OF WORK

A. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make an examination of Work already completed by removing or tearing

out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such Work is found to be defective in any respect due to fault of the Contractor or a Subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

B. Contractor shall promptly remove from premises all Work identified by Owner as failing to conform to Contract, whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with entrant documents without additional expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

C. If Contractor does not remove such Work within a reasonable time, fixed by written notice, Owner may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

ARTICLE 50 EXTENSION OF TIME - LIQUIDATED DAMAGES

A. The Contractor and Owner hereby agree that the exact amount of damages for failure to Substantially Complete the Project within the time specified is extremely difficult or impossible to determine. It is expressly understood that time is of the essence and that the Contractor must Substantially Complete the Project within the Contract Time specified in the Agreement. Contractor shall be assessed the sum (set forth in the Agreement Form) per day as liquidated damages for each and every day the Work required under this Contract remains unfinished past the time for Substantial Completion, as set forth in the Agreement, and any extensions of time granted by the Owner to the Contractor under the terms of the Contract Documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the Project shall be considered Substantially Complete in accordance with the provisions of these General Conditions.

B. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of Work which are not the fault or negligence of Contractor, including but not restricted to: acts of God as defined in Public Contract Code section 7105, acts of public enemy, fires, floods, epidemics, pandemics, and quarantine restrictions (collectively, "Force Majeure Events"). Any approved delays caused by Force Majeure Events shall be deemed non-compensable excusable delays. Contractor shall, within five (5) calendar days of beginning of any such delay, notify Owner in writing of causes of delay; thereupon Owner shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. The Owner's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with requirements governing the preparation and submission of a properly prepared CPM schedule.

C. No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule if caused by Force Majeure Events.

ARTICLE 51 PAYMENTS WITHHELD

A. In addition to amounts which Owner may retain elsewhere in these General Conditions, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against Contractor or any Subcontractors, or against and about the performance of Work on the Project under this Contract, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS TO CONTRACTOR";
- (2) The cost of defective Work which Contractor has not remedied;
- (3) Liquidated damages assessed against Contractor;
- (4) Penalties for violation of labor laws;
- (5) The cost of materials ordered by the Owner pursuant to the Article entitled "MATERIALS AND WORK";
- (6) The cost of Completion of this Contract if there is reasonable doubt that this Contract can be Completed for the balance then unpaid to Contractor;
- (7) Site clean-up as provided in the Article entitled "CLEANING UP";
- (8) Amount necessary to satisfy any and all stop payment notices or liens against Owner. Contractor shall provide release of all liens prior to final payment;
- (9) Damages to another contractor;
- (10) Incomplete Punch List items;
- (11) Failure to proceed with a written directive;
- (12) Failure to provide an approved Baseline Schedule or any other schedule or update;
- (13) Failure to perform any provision of the Contract Documents;
- (14) Payments to indemnify, defend, or hold harmless the Owner;
- (15) Any payments due to the Owner including but not limited to payments for failed tests, utilities or imperfections; or
- (16) Inspector sign-off of each item in the DSA 152 Project Inspection Card.

B. If the Contractor, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.

C. Owner may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, Owner shall make such payments on behalf of Contractor. If any payment is so made by Owner, then such amount shall be considered as a payment made under Contract by Owner to Contractor and Owner shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. Owner will render Contractor an accounting of such funds disbursed on behalf of Contractor.

D. As an alternative to payment of such claims or obligations, Owner, in its sole discretion, may reduce the total Contract Price as provided in the Article 48 "ADJUSTMENTS TO CONTRACT PRICE."

E. Payment by the Owner shall be without prejudice to any other action by the Owner to recover damages.

ARTICLE 52 TAXES

A. If under Federal Excise Tax Law any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to

a State or Local Government for its exclusive use, Owner, upon request, will execute documents necessary to show (1) that Owner is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of Owner. No Federal Excise Tax for such materials shall be included in the Contract Price.

B. The Contract Price includes any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

ARTICLE 53 NOTICE AND SERVICE THEREOF

A. Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to Owner, by personal delivery thereof to Owner or by depositing same in United States mail, enclosed in a sealed envelope addressed to Owner, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to Contractor by personal delivery thereof to said Contractor or to Contractor's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of Work under this Contract, and sent by registered or certified mail with postage prepaid;
- (3) If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 54 NO WAIVER

The failure of Owner in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 55 HAZARDOUS MATERIALS

In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect.

ARTICLE 56 OWNER'S RIGHT TO CARRY OUT THE WORK

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Contract, the Owner may, after five (5) calendar days' written notice to Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order/ Construction Change Document shall be issued deducting from the payments then or thereafter due Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional service made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, then Contractor shall pay the difference to the Owner within five (5) calendar days.

ARTICLE 57 NON-UTILIZATION OF ASBESTOS MATERIAL

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED FOR CONSTRUCTION OF THE PROJECT.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the Owner.

ARTICLE 58 LIEN RELEASES

Contractor shall, at its own cost, defend, indemnify and hold harmless the Owner, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or served in connection with the Work.

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the Owner (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Price and Contract Time will be adjusted accordingly. **CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE OWNER MAY EITHER HOLD THE CONTRACTOR IN DEFAULT PURSUANT TO THE GENERAL CONDITIONS.**

Architect

Owner

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following five (5) conditions have been fully met: (1) all contractually required items have been installed with the exception of only minor and incomplete punch list items; (2) all fire/life safety systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical, low voltage, and plumbing are all functioning; (4) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (5) the Project is fit for occupancy and its intended use.

I certify that the Project has reached Substantial Completion as defined above on the following date:
_____.

Architect

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

[*INSERT ANY SUPPLEMENTARY GENERAL CONDITIONS*]



A California Public School

Academia de Idiomas de Sacramento

Language Academy of Sacramento

A Two-Way Spanish Immersion Charter School

Agenda Item# IVB

Board Meeting Date: September 24, 2026

Subject: Unaudited Actuals Report

- () Information Item Only
- () Approval on Consent Agenda
- () Conference (for discussion only)
- () Conference/First Reading (Action Anticipated:
- (X) Conference/Action
- () Action

Committee/Staff: School Leadership/EdTec

Description:

Charters are required to submit adopted budget, two interim financial reports and a year-end unaudited actuals each fiscal year to Sacramento City Unified School District and the Sacramento County Office of Education. The intent of these reports is to provide snap shots throughout the year of the Charter School's fiscal solvency. County and District offices want to ensure that charters can meet their financial obligation for the current fiscal year and subsequent year.

Documents available for review:

1. Unaudited Actuals Presentation
2. Unaudited Actuals Alternative Form

Unaudited Actuals				
Members	Aye	Nay	Abstain	Absent
Rojas, Denisse				
Dickson, Alex				
Garduño-Medina, Elena				
Pérez, Miguel				
Novoa, Ana				
Yáñez-Gutiérrez, Adriana				
Bermudez, Pablo				
Gonzalez, Antonio				
Ramírez,-Huamaní, Yesenia				
Totals:				

Estimated Time of Presentation: 20 min.
Submitted By: School Leadership/EdTec
Date: 9.22.26

Pertinent Pages in
() Charter, _____
() MOU, pages



A California Public School

Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

Agenda Artículo# IVB

Fecha de la Reunión: 24 de septiembre del 2026

Tema: Reporte de datos financieros reales no auditados

- () Artículo de información
- () Aprobación en la Agenda de Consentimiento
- () Conferencia (solo para discutir)
- () Conferencia/Primera lectura (Acción Anticipado: _____)
- (X) Conferencia/Acción
- () Acción

Comité/Personal: Liderazgo Escolar/EdTec

Descripción:

Se requiere que las escuelas constitucionales entreguen un presupuesto adoptado, dos informes financieros provisionales y un reporte de resumen fiscal al final del año fiscal al Distrito Escolar de Sacramento y la Oficina Educativa del Condado de Sacramento. El propósito de estos informes es de proporcionar vistazos durante todo el año de la solvencia fiscal de la escuela constitucional. Las oficinas del condado y distrito quieren asegurar que las escuelas constitucionales puedan cumplir con sus obligaciones financieras para el año en curso y el siguiente año.

Documentos disponibles para revisión:

1. Presentación de datos financieros reales no auditados
2. Forma alternativa de datos financieros reales no auditados

Tiempo estimado para la presentación: 20 min.
Entregado por: School Leadership/EdTec
Fecha: 9.22.26

Páginas pertinentes en:
() La constitución, páginas _____
() MOU, páginas _____

LAS Board Financial Update

Nick Mawad
September 24, 2026



Contents

- **2025–26 Unaudited Actuals**
 - 2025–26 Unaudited Actuals
 - Unaudited Actuals & Next Steps
- **2026–27 Forecast Update**
 - Current Forecast vs. Approved Budget
 - LAS Approved Budget vs. Final State Budget
 - Next Steps

2025–26 Unaudited Actuals



2025–26 Unaudited Actuals

FY26 Net Income \$690k – in line with Previous Forecast

		Previous Forecast	Actual YTD	Previous Forecast vs. Actual YTD
Revenue	LCFF Entitlement	8,488,269	8,500,416	12,147
	Federal Revenue	323,757	328,765	5,008
	Other State Revenues	2,710,560	2,504,577	(205,983)
	Local Revenues	57,300	77,733	20,433
	Fundraising and Grants	42,861	85,806	42,945
	Total Revenue	11,622,747	11,497,296	(125,450)
Expenses	Compensation and Benefits	7,738,381	7,664,108	74,273
	Books and Supplies	495,721	342,548	153,173
	Services and Other Operating	1,888,506	1,843,733	44,773
	Depreciation	822,128	892,119	(69,991)
	Other Outflows & Amortization	80,628	63,820	16,808
	Total Expenses	11,025,365	10,806,328	219,037
Net Income		597,382	690,969	93,587
	Beginning Balance (Audited)	14,609,654	14,609,654	-
	Net Income	597,382	690,969	93,587
Ending Fund Balance		15,207,036	15,300,622	93,587
Fund Balance as a % of Expenses		138%	142%	4%



Unaudited Actuals & Next Steps

Now that UAs are complete, we move onto the Audit

Financials slightly outperformed 2025–26 projections

Financials are preliminary and will likely change

Audit activity to ramp up over the coming months

Final Audit deadline extended to 1/31 (previously 12/15)

2026–27 Forecast Update



Current Forecast vs. Approved Budget

Strong state revenues drive an improved projected Net Income at LAS of \$553k

		Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast
Revenue	LCFF Entitlement	8,595,106	8,713,010	117,904
	Federal Revenue	573,093	570,935	(2,158)
	Other State Revenues	2,610,458	2,858,033	247,575
	Local Revenues	48,300	48,300	-
	Fundraising and Grants	35,000	35,000	-
	Total Revenue	11,861,957	12,225,278	363,321
Expenses	Compensation and Benefits	8,156,670	8,203,820	(47,150)
	Books and Supplies	934,676	934,676	-
	Services and Other Operating	1,649,330	1,650,509	1,179
	Depreciation	822,128	822,128	-
	Other Outflows & Amortization	60,984	60,984	-
	Total Expenses	11,623,789	11,672,118	(48,329)
	Net Income	238,168	553,160	314,992
	Beginning Balance (Unaudited)	15,207,036	15,300,622	93,587
	Net Income	238,168	553,160	314,992
Ending Fund Balance		15,445,204	15,853,782	408,578
Fund Balance as a % of Expenses		133%	136%	3%



LAS Approved Budget vs. Final State Budget

Final State Budget provides higher COLA and SPED funding than projected in LAS Budget

LAS Approved Budget

- COLA – 2.87%
- SPED – \$887/ADA
- One-time Funding – \$0

Final State Budget

- COLA – 4.31%
- SPED – \$1,340/ADA
- One-time Funding – \$675k (not reflected in Current Forecast)



Next Steps

Areas of focus over the next few months

Audit – close
out FY26

Tighten FY27
forecast

Map out one-
time funding



Thank you!

Questions?

Alternative Form - July 1, 2025 to June 30, 2026

County: Sacramento

Charter Number: 0640

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

() (Unselected) *Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)*

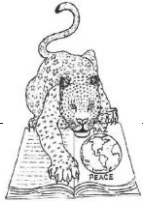
Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	4,126,466.00	-	4,126,466.00
Education Protection Account State Aid - Current Year	8012	2,301,475.00	-	2,301,475.00
State Aid - Prior Years	8019		-	0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,072,475.00	-	2,072,475.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		8,500,416.00	0.00	8,500,416.00
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	229,756.00	229,756.00
Special Education - Federal	8181, 8182	-	99,009.00	99,009.00
Child Nutrition - Federal	8220	-		0.00
Donated Food Commodities	8221	-		0.00
Other Federal Revenues	8110, 8260–8299			0.00
Total, Federal Revenues		0.00	328,765.00	328,765.00
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	613,553.00	613,553.00
All Other (AO) State Revenues	StateRevAO	23,414.61	1,867,609.52	1,891,024.13
Total, Other State Revenues		23,414.61	2,481,162.52	2,504,577.13
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	163,538.34		163,538.34
Total, Local Revenues		163,538.34	0.00	163,538.34
5. Total Revenues		8,687,368.95	2,809,927.52	11,497,296.47
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	2,631,532.95	327,140.75	2,958,673.70
Certificated Pupil Support Salaries	1200			0.00

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	149,475.60	579,336.54	728,812.14
Other Certificated Salaries	1900		141,205.00	141,205.00
Total, Certificated Salaries		2,781,008.55	1,047,682.29	3,828,690.84
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	140,269.52	136,489.71	276,759.23
Noncertificated Support Salaries	2200		178,486.50	178,486.50
Noncertificated Supervisors' and Administrators' Salaries	2300	99,379.20	33,126.40	132,505.60
Clerical, Technical and Office Salaries	2400	291,013.28		291,013.28
Other Noncertificated Salaries	2900	282,325.90	704,546.38	986,872.28
Total, Noncertificated Salaries		812,987.90	1,052,648.99	1,865,636.89
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	531,559.78	164,682.50	696,242.28
Public Employees' Retirement System (PERS)	3201–3202			0.00
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	152,658.31	58,883.87	211,542.18
Health and Welfare Benefits	3401–3402	697,202.01	194,835.20	892,037.21
Unemployment Insurance	3501–3502	3,038.40		3,038.40
Workers' Compensation Insurance	3601–3602	66,841.81		66,841.81
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			0.00
OPEB, Active Employees	3751–3752			0.00
Other Employee Benefits	3901–3902	89,713.74	10,364.84	100,078.58
Total, Employee Benefits		1,541,014.05	428,766.41	1,969,780.46
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	6,634.55	66,261.15	72,895.70
Books and Other Reference Materials	4200	32,633.46	10,621.56	43,255.02
Materials and Supplies	4300	166,261.47	42,477.46	208,738.93
Noncapitalized Equipment	4400	13,217.98	4,440.09	17,658.07
Food	4700			0.00
Total, Books and Supplies		218,747.46	123,800.26	342,547.72
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100			0.00
Travel and Conferences	5200	21,978.85	3,848.02	25,826.87
Dues and Memberships	5300	3,798.00		3,798.00
Insurance	5400	202,378.62		202,378.62
Operations and Housekeeping Services	5500	260,789.56	42,330.83	303,120.39
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	134,661.44	44,465.81	179,127.25
Transfers of Direct Costs	5700–5799			0.00

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	674,471.27	440,855.28	1,115,326.55
Communications	5900	14,155.43		14,155.43
Total, Services and Other Operating Expenditures		1,312,233.17	531,499.94	1,843,733.11
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900	892,119.25		892,119.25
Amortization Expense - Lease Assets (Accrual basis only)	6910			0.00
Amortization Expense - Subscription Assets (Accrual basis only)	6920			0.00
Total, Capital Outlay		892,119.25	0.00	892,119.25
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			0.00
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		0.00
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			0.00
All Other Transfers	7281–7299			0.00
Transfers of Indirect Costs	7300–7399			0.00
Debt Service:	-	-	-	-
Interest	7438	63,819.64		63,819.64
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		63,819.64	0.00	63,819.64
Total, Other Outgo		63,819.64	0.00	63,819.64
8. Total Expenditures		7,621,930.02	3,184,397.89	10,806,327.91
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		1,065,438.93	(374,470.37)	690,968.56
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			0.00
2. Less: Other Uses	7630–7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999	(374,470.37)	374,470.37	0.00

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		(374,470.37)	374,470.37	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		690,968.56	0.00	690,968.56
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	14,617,822.20		14,617,822.20
b. Adjustments/Restatements	9793, 9795	(8,168.33)		(8,168.33)
c. Adjusted Beginning Fund Balance/Net Position		14,609,653.87	0.00	14,609,653.87
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		15,300,622.43	0.00	15,300,622.43
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	10,895,238.67		10,895,238.67
b. Restricted Net Position	9797	-		0.00
c. Unrestricted Net Position	9790A	4,405,383.76	0.00	4,405,383.76
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			0.00
b. Fair Value Adjustment to Cash in County Treasury	9111			0.00
c. In Banks	9120	7,587,656.35		7,587,656.35
d. In Revolving Fund	9130			0.00
e. With Fiscal Agent/Trustee	9135			0.00
f. Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	2,538,075.46		2,538,075.46

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	276,627.49		276,627.49
7. Other Current Assets	9340			0.00
8. Lease Receivable	9380	52,248.00		52,248.00
9. Capital Assets (accrual basis only)	9400–9489	10,895,238.67		10,895,238.67
10. Total, Assets		21,349,845.97	0.00	21,349,845.97
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	1,109,190.24		1,109,190.24
2. Due to Grantor Governments	9590	183,742.00		183,742.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	1,548,202.50		1,548,202.50
5. Long-Term Liabilities (accrual basis only)	9660–9669	3,208,088.80		3,208,088.80
6. Total, Liabilities		6,049,223.54	0.00	6,049,223.54
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		15,300,622.43	0.00	15,300,622.43



Board Meeting Date: September 24, 2026

Subject: Monthly Financials

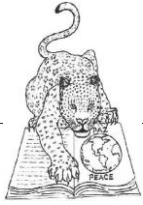
- ☒ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/Second Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action

Committee: School Leadership

Financials remain on track with the budget, with a minor revenue variance between Adopted Budget and the August financials. This variance is primarily attributed to various adjustments.

Documents Attached:

1. Presentation
2. August 2026 Monthly Financials



Fecha de la Reunión: 24 de septiembre de 2026

Tema: Datos financieros mensuales

- ☒ Artículo de información
- ☐ Aprobación en la Agenda de Consentimiento
- ☐ Conferencia (solo para discutir)
- ☐ Conferencia/Primera lectura (Acción Anticipado: _____)
- ☐ Conferencia/Acción
- ☐ Acción

Comité: Liderazgo Escolar

Las finanzas siguen alineadas con el presupuesto, con una pequeña variación en los ingresos entre el presupuesto aprobado y las finanzas de agosto de 2026. Esta variación se atribuye principalmente a varios ajustes.

Documentos adjuntos:

1. Presentación
2. Finanzas mensuales de agosto 2026

Language Academy
Income Statement
As of Aug FY2027

	Actual		YTD		Budget & Forecast			
	Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs.	Current Forecast	% Current Forecast
						Current Forecast	Remaining	Spent
SUMMARY								
Revenue								
LCFF Entitlement	-	-	-	8,595,106	8,713,010	117,904	8,713,010	0%
Federal Revenue	-	-	-	573,093	570,935	(2,158)	570,935	0%
Other State Revenues	40,990	40,990	81,980	2,610,458	2,858,033	247,575	2,776,053	3%
Local Revenues	15,829	5,757	21,587	48,300	48,300	-	26,713	45%
Fundraising and Grants	9,692	-	9,692	35,000	35,000	-	25,308	28%
Total Revenue	66,511	46,747	113,259	11,861,957	12,225,278	363,321	12,112,019	1%
Expenses								
Compensation and Benefits	236,628	148,966	385,594	8,156,670	8,203,820	(47,150)	7,818,227	5%
Books and Supplies	81,251	106,604	187,854	934,676	934,676	-	746,822	20%
Services and Other Operating Expenditures	130,257	89,992	220,249	1,649,330	1,650,509	(1,179)	1,430,261	13%
Depreciation	-	-	-	822,128	822,128	-	822,128	0%
Other Outflows & Amortization	-	-	-	60,984	60,984	-	60,984	0%
Total Expenses	448,136	345,561	793,697	11,623,789	11,672,118	(48,329)	10,878,421	7%
Net Income	(381,625)	(298,814)	(680,438)	238,168	553,160	314,992	1,233,598	
Fund Balance								
Beginning Balance (Unaudited)				15,207,036	15,300,622	93,587		
Net Income				238,168	553,160	314,992		
Ending Fund Balance				15,445,204	15,853,782	408,578		
Fund Balance as a % of Expenses				133%	136%	3%		

Language Academy
Income Statement
As of Aug FY2027

KEY ASSUMPTIONS

Enrollment Summary

K-3
 4-6
 7-8
Total Enrolled

ADA %

K-3
 4-6
 7-8
Average ADA %

ADA

K-3
 4-6
 7-8
Total ADA

Actual		YTD	Budget & Forecast				
Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
			304	304	-		
			202	202	-		
			130	130	-		
			636	636	-		
			95.0%	95.0%	0.0%		
			95.0%	95.0%	0.0%		
			95.0%	95.0%	0.0%		
			95.0%	95.0%	0.0%		
			288.80	288.80	-		
			191.90	191.90	-		
			123.50	123.50	-		
			604.20	604.20	-		

Language Academy
Income Statement
As of Aug FY2027

		Actual		YTD	Budget & Forecast				
		Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE									
LCFF Entitlement									
8011	Charter Schools General Purpose Entitlement - State Aid	-	-	-	4,947,690	4,730,769	(216,922)	4,730,769	0%
8012	Education Protection Account Entitlement	-	-	-	1,602,645	1,937,472	334,826	1,937,472	0%
8096	Charter Schools in Lieu of Property Taxes	-	-	-	2,044,770	2,044,770	-	2,044,770	0%
SUBTOTAL - LCFF Entitlement		-	-	-	8,595,106	8,713,010	117,904	8,713,010	0%
Federal Revenue									
8181	Special Education - Entitlement	-	-	-	92,365	92,365	-	92,365	0%
8220	Child Nutrition Programs	-	-	-	255,980	255,980	-	255,980	0%
8291	Title I	-	-	-	187,945	186,065	(1,880)	186,065	0%
8292	Title II	-	-	-	23,781	22,191	(1,590)	22,191	0%
8294	Title IV	-	-	-	13,022	14,334	1,312	14,334	0%
SUBTOTAL - Federal Revenue		-	-	-	573,093	570,935	(2,158)	570,935	0%
Other State Revenue									
8381	Special Education - Entitlement (State	40,990	40,990	81,980	561,336	809,628	248,292	727,648	10%
8382	Special Education Reimbursement (State	-	-	-	52,675	52,702	27	52,702	0%
8520	Child Nutrition - State	-	-	-	170,653	170,653	-	170,653	0%
8550	Mandated Cost Reimbursements	-	-	-	12,915	13,037	122	13,037	0%
8560	State Lottery Revenue	-	-	-	171,649	172,911	1,262	172,911	0%
8590	All Other State Revenue	-	-	-	305,783	305,783	-	305,783	0%
8591	Prop 28 Arts & Music in Schools	-	-	-	99,339	99,339	-	99,339	0%
8593	Expanded Learning Opportunities Program	-	-	-	1,032,626	1,030,497	(2,129)	1,030,497	0%
8596	Other State Revenue 6	-	-	-	203,482	203,482	-	203,482	0%
SUBTOTAL - Other State Revenue		40,990	40,990	81,980	2,610,458	2,858,033	247,575	2,776,053	3%
Local Revenue									
8636	Uniforms	-	-	-	12,000	12,000	-	12,000	0%
8638	Merchandise Sales	-	-	-	1,300	1,300	-	1,300	0%
8660	Interest	1,809	1,802	3,611	9,000	9,000	-	5,389	40%
8670	Fees and Contracts	-	-	-	6,000	6,000	-	6,000	0%
8693	Field Trips	702	-	702	15,000	15,000	-	14,298	5%
8699	All Other Local Revenue	12,468	-	12,468	5,000	5,000	-	(7,468)	249%
8999	Uncategorized Revenue	850	3,956	4,806	-	-	-	(4,806)	
SUBTOTAL - Local Revenue		15,829	5,757	21,587	48,300	48,300	-	26,713	45%

Language Academy
Income Statement
As of Aug FY2027

Fundraising and Grants
8801 Donations - Parents
8802 Donations - Private
8803 Fundraising
SUBTOTAL - Fundraising and Grants

TOTAL REVENUE

Actual		YTD	Budget & Forecast				
Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
437	-	437	5,000	5,000	-	4,563	9%
2,560	-	2,560	5,000	5,000	-	2,440	51%
6,695	-	6,695	25,000	25,000	-	18,305	27%
9,692	-	9,692	35,000	35,000	-	25,308	28%
66,511	46,747	113,259	11,861,957	12,225,278	363,321	12,112,019	1%

Language Academy
Income Statement
As of Aug FY2027

		Actual		YTD	Budget & Forecast				
		Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES									
Compensation & Benefits									
Certificated Salaries									
1100	Teachers Salaries	51,135	-	51,135	2,668,812	2,660,318	8,494	2,609,183	2%
1101	Teacher - Stipends	-	-	-	91,630	93,130	(1,500)	93,130	0%
1102	Title I/SES Tutoring	-	-	-	91,500	91,500	-	91,500	0%
1103	Teacher - Substitute Pay	950	880	1,830	164,200	164,200	-	162,370	1%
1300	Certificated Supervisor & Administrator Salaries	14,170	14,170	28,339	170,037	170,037	-	141,698	17%
1311	SPED Certificated	5,411	5,993	11,404	548,760	557,425	(8,665)	546,021	2%
1920	Other Cert - Summer	-	-	-	137,550	137,550	-	137,550	0%
1940	Other Certificated Supervisor & Admin Salaries	-	-	-	147,155	147,155	-	147,155	0%
SUBTOTAL - Certificated Salaries		71,666	21,043	92,709	4,019,644	4,021,315	(1,671)	3,928,606	2%
Classified Salaries									
2100	Classified Instructional Aide Salaries	5,089	4,561	9,650	128,747	128,747	-	119,096	7%
2103	SPED Classified	1,294	3,153	4,447	171,533	171,533	-	167,086	3%
2104	Summer School Classified	-	-	-	85,660	85,660	-	85,660	0%
2200	Classified Support (Intervention Tutoring)	7,009	2,071	9,079	84,000	84,000	-	74,921	11%
2300	Classified Supervisor & Administrator Salaries	12,291	11,222	23,514	123,088	123,088	-	99,574	19%
2400	Classified Clerical & Office Salaries	23,884	24,479	48,363	266,874	278,424	(11,550)	230,061	17%
2900	Classified Other Salaries	4,377	8,914	13,292	193,110	195,330	(2,220)	182,038	7%
2905	Other Classified - After School	30,029	34,210	64,239	597,930	597,930	-	533,691	11%
2925	Other Classified - Childcare	-	-	-	1,400	1,400	-	1,400	0%
2928	Other Classified - Food	-	-	-	38,560	38,560	-	38,560	0%
2930	Other Classified - Maintenance/Grounds	12,092	16,254	28,346	301,421	327,653	(26,232)	299,308	9%
SUBTOTAL - Classified Salaries		96,064	104,864	200,929	1,992,323	2,032,325	(40,002)	1,831,396	10%
Employee Benefits									
3100	STRS	3,942	4,019	7,962	734,041	734,360	(319)	726,398	1%
3300	OASDI-Medicare-Alternative	8,388	8,327	16,715	200,055	203,140	(3,084)	186,424	8%
3400	Health & Welfare Benefits	50,787	(1,337)	49,450	1,034,527	1,034,527	-	985,077	5%
3500	Unemployment Insurance	48	63	111	14,960	14,960	-	14,849	1%
3600	Workers Comp Insurance	-	5,571	5,571	67,184	67,649	(466)	62,078	8%
3900	Other Employee Benefits	5,732	6,415	12,147	93,936	95,545	(1,609)	83,398	13%
SUBTOTAL - Employee Benefits		68,898	23,059	91,956	2,144,703	2,150,181	(5,478)	2,058,224	4%

Language Academy

Income Statement

As of Aug FY2027

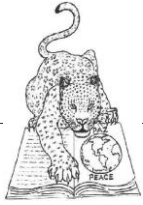
		Actual		YTD	Budget & Forecast			
		Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast	% Current Forecast Remaining
								Spent
Books & Supplies								
4100	Approved Textbooks & Core Curricula Materials	1,497	39,879	41,376	110,000	110,000	-	68,624 38%
4101	SPED Textbooks	-	-	-	15,000	15,000	-	15,000 0%
4200	Books & Other Reference Materials	1,849	12,839	14,687	62,500	62,500	-	47,813 23%
4201	Library Resources	-	-	-	7,450	7,450	-	7,450 0%
4315	Custodial Supplies	8,423	7,240	15,663	32,464	32,464	-	16,801 48%
4320	Educational Software	15,976	12,860	28,836	64,857	64,857	-	36,022 44%
4325	Instructional Materials & Supplies	5,045	3,256	8,301	35,000	35,000	-	26,699 24%
4330	Office Supplies	659	938	1,597	10,000	10,000	-	8,403 16%
4335	PE Supplies	-	1,159	1,159	10,000	10,000	-	8,841 12%
4340	Professional Development Supplies	-	-	-	1,000	1,000	-	1,000 0%
4352	Garden	-	-	-	2,060	2,060	-	2,060 0%
4354	ASES Materials	-	21,835	21,835	6,180	6,180	-	(15,655) 353%
4355	Summer School Materials	-	-	-	4,532	4,532	-	4,532 0%
4356	SPED Consumables	-	2,034	2,034	5,000	5,000	-	2,966 41%
4410	Classroom Furniture, Equipment & Supplies	-	47	47	30,000	30,000	-	29,953 0%
4420	Computers: individual items less than \$5k	-	-	-	30,000	30,000	-	30,000 0%
4423	Classroom Noncapitalized items 1	-	-	-	10,000	10,000	-	10,000 0%
4430	Non Classroom Related Furniture, Equipment & Supplies	33,634	4,171	37,804	40,000	40,000	-	2,196 95%
4433	Kitchen Equipment and Supplies	13,200	348	13,548	32,000	32,000	-	18,452 42%
4710	Student Food Services	968	-	968	426,633	426,633	-	425,666 0%
SUBTOTAL - Books and Supplies		81,251	106,604	187,854	934,676	934,676	-	746,822 20%
Services & Other Operating Expenses								
5210	Conference Fees	-	-	-	12,000	12,000	-	12,000 0%
5215	Travel - Mileage, Parking, Tolls	-	-	-	5,150	5,150	-	5,150 0%
5220	Travel and Lodging	-	-	-	15,000	15,000	-	15,000 0%
5305	Dues & Membership - Professional	15,288	-	15,288	15,914	15,914	-	626 96%
5450	Insurance - Other	-	17,180	17,180	206,154	206,154	-	188,974 8%
5515	Janitorial, Gardening Services & Supplies	6,800	9,006	15,806	16,000	16,000	-	194 99%
5535	Utilities - All Utilities	-	-	-	150,000	150,000	-	150,000 0%
5605	Equipment Leases	2,534	2,534	5,067	36,750	36,750	-	31,683 14%
5610	Rent	-	-	-	130,000	130,000	-	130,000 0%
5615	Repairs and Maintenance - Building	930	424	1,354	20,000	20,000	-	18,646 7%
5616	Repairs and Maintenance - Computers	763	610	1,374	5,000	5,000	-	3,626 27%
5617	Repairs and Maintenance - Other Equipment	-	-	-	2,705	2,705	-	2,705 0%
5803	Accounting Fees	14	-	14	37,583	37,583	-	37,569 0%
5804	Parent Trainings	-	-	-	1,591	1,591	-	1,591 0%

Language Academy
Income Statement
As of Aug FY2027

		Actual		YTD	Budget & Forecast				
		Jul	Aug	Actual YTD	Approved Budget v1	Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
5805	Administrative Fees	-	745	745	37,527	37,527	-	36,782	2%
5806	Assemblies	-	-	-	5,305	5,305	-	5,305	0%
5809	Banking Fees	-	-	-	500	500	-	500	0%
5812	Business Services	10,988	10,987	21,975	105,250	105,250	-	83,275	21%
5813	Board Development	-	-	-	3,000	3,000	-	3,000	0%
5818	SPED Legal Fees	-	-	-	5,000	5,000	-	5,000	0%
5824	District Oversight Fees	-	-	-	85,951	87,130	(1,179)	87,130	0%
5827	ELO-P Expenses	52,680	8,978	61,657	255,000	255,000	-	193,343	24%
5830	Field Trips Expenses	-	-	-	87,680	87,680	-	87,680	0%
5836	Fingerprinting	-	186	186	3,183	3,183	-	2,997	6%
5839	Fundraising Expenses	1,637	13,219	14,855	38,935	38,935	-	24,080	38%
5845	Legal Fees	358	6,573	6,931	6,000	6,000	-	(931)	116%
5851	Marketing and Student Recruiting	-	-	-	3,500	3,500	-	3,500	0%
5857	Payroll Fees	3,836	2,230	6,067	36,000	36,000	-	29,933	17%
5860	Printing and Reproduction	-	(3,813)	(3,813)	25,000	25,000	-	28,813	-15%
5861	Prior Yr Exp (not accrued	1,967	-	1,967	-	-	-	(1,967)	
5863	Professional Development	3,154	1,500	4,654	10,000	10,000	-	5,346	47%
5869	Special Education Contract Instructors	3,609	2,169	5,778	152,000	152,000	-	146,222	4%
5872	Special Education SELPA Fee	1,368	1,368	2,736	23,273	23,273	-	20,537	12%
5874	Sports	-	-	-	6,000	6,000	-	6,000	0%
5875	Staff Recruiting	-	-	-	1,379	1,379	-	1,379	0%
5878	Student Assessment	-	3,043	3,043	25,000	25,000	-	21,957	12%
5881	Student Information System	11,894	-	11,894	21,000	21,000	-	9,106	57%
5887	Technology Services	11,520	12,135	23,655	45,000	45,000	-	21,345	53%
5910	Communications - Internet / Website Fees	-	-	-	2,000	2,000	-	2,000	0%
5915	Postage and Delivery	-	-	-	2,000	2,000	-	2,000	0%
5920	Communications - Telephone & Fax	918	918	1,836	10,000	10,000	-	8,164	18%
SUBTOTAL - Services & Other Operating Exp.		130,257	89,992	220,249	1,649,330	1,650,509	(1,179)	1,430,261	13%
Capital Outlay & Depreciation									
6900	Depreciation	-	-	-	822,128	822,128	-	822,128	0%
SUBTOTAL - Capital Outlay & Depreciation		-	-	-	822,128	822,128	-	822,128	0%
Other Outflows & Amortization									
7438	Long term debt - Interest	-	-	-	60,984	60,984	-	60,984	0%
SUBTOTAL - Other Outflows & Amortization		-	-	-	60,984	60,984	-	60,984	0%
TOTAL EXPENSES		448,136	345,561	793,697	11,623,789	11,672,118	(48,329)	10,878,421	7%

Language Academy
Balance Sheet
As of Aug FY2027

	Jun FY26	Aug FY27
ASSETS		
Cash Balance	7,587,656	8,309,674
Accounts Receivable	2,538,075	483,075
Other Current Assets	276,627	234,263
Fixed Assets	10,895,239	10,946,514
ROU Assets	52,248	52,248
TOTAL ASSETS	21,349,846	20,025,774
LIABILITIES & EQUITY		
Accounts Payable	150,991	109,958
Other Current Liabilities	780,407	543,367
Summer Holdback	361,534	(4,026)
Deferred Revenue	1,548,203	1,548,203
Loans Payable (Long-Term)	3,155,879	3,155,879
ROU Long-Term Liabilities	52,210	52,210
Beginning Net Assets	14,609,654	15,300,622
Net Income (Loss) to Date	690,969	(680,438)
TOTAL LIABILITIES & EQUITY	21,349,846	20,025,774



Academia de Idiomas de Sacramento
Language Academy of Sacramento
A Two-Way Spanish Immersion Charter School

A California Public School

Agenda Item #IVD

Board Meeting Date: September 24, 2026

Subject: August Check Register

- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☒ Conference/Action
- ☐ Action

Committee: School Leadership

Recommendation:

School Leadership requests that the Governing Board review and approve the attached check registers.

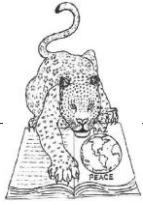
Documents Attached:

1. August 2026 Check Register

Check Registers	August 2026			
	Aye	Nay	Abstain	Absent
Members				
Rojas, Denisse				
Dickson, Alex				
Garduño-Medina, Elena				
Pérez, Miguel				
Novoa, Ana				
Yáñez-Gutiérrez, Adriana				
Bermudez, Pablo				
Gonzalez, Antonio				
Ramírez,-Huamaní, Yesenia				
Totals:				

Estimated Time of Presentation: 10 min
Submitted By: School Leadership
Date: 09222026

Pertinent Pages in
() Charter, pages _____
() MOU, pages _____



Fecha de la Reunión: 24 de septiembre de 2026

Tema: Registros de la cuenta bancaria para june y julio de 2026

- ☐ Artículo de información
- ☐ Aprobación en la Agenda de Consentimiento
- ☐ Conferencia (solo para discutir)
- ☐ Conferencia/Primera lectura (Acción Anticipado: _____)
- ☒ Conferencia/Acción
- ☐ Acción

Comité: Liderazgo Escolar

Recomendación: El Liderazgo Escolar solicita que la Mesa Directiva revise y apruebe el registro de la cuenta bancaria adjunta.

Documento adjunto:

1. Registro de la cuenta bancaria del mes de agosto de 2026

Language Academy of Sacramento
Check Register
August 2026

Check Date	Check Number	Vendor	Inv Description (Bill)	Amount
8/17/2026	12533	Eustolia Yeraldin Rangel Garcia	Employee Appreciation	\$1,200.00
8/19/2026	12534	6crickets Inc.	Communication Services: Jaguar Academy	\$7,340.00
8/19/2026	12535	Abel Rodriguez	Club Q Logo Design / Club Colibri Logo Design	\$300.00
8/19/2026	12536	Pedro Aguilera	ELOP Instructional Materials	\$197.41
8/19/2026	12537	Amazon Capital Services	School Furniture / Employee App / School Materials / Recess Equip	\$3,106.76
8/19/2026	12538	Amplify Education, Inc	Curriculum Materials	\$1,807.02
8/19/2026	12539	Ascensus	Administrative Services	\$745.00
8/19/2026	12540	City of Sacramento	Fire Alarm Services	\$294.33
8/19/2026	12541	CPM Educational Program	Curriculum Materials: M.S. Math	\$3,440.85
8/19/2026	12542	Custom Ink	School Uniforms	\$1,843.58
8/19/2026	12543	DocuSign	Document Signing Services	\$5,520.00
8/19/2026	12544	Edpuzzle	Educational Software	\$4,550.00
8/19/2026	12545	EdTec LLC	Back Office Services: August 2026	\$8,770.83
8/19/2026	12546	GoodFellas Catering	Nutrition Services: Jaguar Academy / ESY / TK-K Summer Camp	\$6,737.50
8/19/2026	12547	Gopher	P.E. Equipment	\$736.19
8/19/2026	12548	HD Supply	Washing Machine & Drying Machine / Custodial Materials	\$10,227.33
8/19/2026	12549	K12 Health	Health Services	\$1,264.00
8/19/2026	12550	Lakeshore Learning Materials	TK Playground Equipment / Calming Spaces/Instructional Materials	\$1,282.03
8/19/2026	12551	Learning Without Tears	Curriculum Materials	\$2,325.50
8/19/2026	12552	Math Learning Center	Math Curriculum	\$34,630.63
8/19/2026	12553	Memory Book Company	Yearbooks	\$2,751.07
8/19/2026	12554	Network Office Systems	Printer Lease	\$1,414.98
8/19/2026	12555	Office Depot	Printer Ink / Office Materials / First Aid Materials	\$1,295.33
8/19/2026	12556	One Stone Apparel	P.E. Uniforms	\$1,249.00
8/19/2026	12557	Rainforth Grau Architects	Core Facilities Modernization: Phase 2	\$48,500.00
8/19/2026	12558	Riverside Insights	SPED Assessment Forms	\$2,045.35
8/19/2026	12559	SCUSD Transportation Services Department	Field Trip Transportation: TK to UC Davis Garden on 05/27/26	\$376.57
8/19/2026	12560	Shred City	Document Shredding Services	\$565.00
8/19/2026	12561	Specialized Elevator Corp.	Elevator Maintenance (August 2026)	\$129.79
8/19/2026	12562	Street Soccer USA	Jaguar Camp Instructional Services	\$2,240.00
8/19/2026	12563	Tao Rossini, APC	Legal Services	\$4,674.55
8/19/2026	12564	Taqueria Jalisco	PC: Teacher Appreciation	\$1,740.00
8/19/2026	12565	The School Planner Company	School Agendas	\$4,804.63
8/19/2026	12566	Vertex Support Services, LLC	Nutrition Services: August 2026	\$2,216.66
8/19/2026	12567	Yared Portillo	Club Colibri Instructional Workshop	\$150.00
8/28/2026	12568	A&N Services	Carpet Cleaning Services	\$5,000.00
8/28/2026	12569	Amira Learning Inc	Assessment Services	\$998.00
8/28/2026	12570	Amy Santana	Reimb: Live Scan Services	\$25.00
8/28/2026	12571	Angel Mendoza-Ramirez	Reimb: Live Scan Services	\$25.00
8/28/2026	12572	Cecilia Martinez, OTR/L	SPED Services	\$360.00
8/28/2026	12573	Charter Safe	Package Premium / Workers Compensation: September 2026	\$22,751.00
8/28/2026	12574	Colleen Conant	Reimb: Instructional Materials	\$137.35
8/28/2026	12575	Claudia Corona	Reimb: SPED Instructional Materials	\$83.74
8/28/2026	12576	Deysi Juarez	Reimb: Live Scan Services	\$25.58
8/28/2026	12577	Virginia Diaz	Reimb: Custodial Materials	\$46.74
8/28/2026	12578	Discovery Education Inc.	Educational Software	\$2,494.07
8/28/2026	12579	Galileo Learning LLC	ELOP Instructional Services	\$21,293.00
8/28/2026	12580	Elizabeth Garcia	Reimb: Custodial Materials	\$100.34
8/28/2026	12581	Adriana Gutierrez	Reimb: Instructional Materials	\$267.97
8/28/2026	12582	HD Supply	Custodial Materials	\$919.51
8/28/2026	12583	HMC Group dba HMC Architects	Core Facilities Modernization: Administrative Support	\$2,775.00
8/28/2026	12584	Imagine Learning	SPED Educational Materials	\$1,950.05
8/28/2026	12585	Jackeline Gomez	Reimb: Instructional Materials	\$296.68
8/28/2026	12586	Janesa Luz Rodriguez	Reimb: ELOP Instructional Materials	\$14.13
8/28/2026	12587	JCL Electronics, LLC	Technical Support / Technology Materials	\$12,745.09
8/28/2026	12588	Jessica Esparza	Reimb: Live Scan Services	\$25.00
8/28/2026	12589	Journey Alexander	Reimb: Live Scan Services	\$25.00
8/28/2026	12590	Laura Lomeli	Reimb: Nutrition Services Materials	\$142.44
8/28/2026	12591	Evelia Melchor	Reimb: ELP Instructional Materials	\$82.63
8/28/2026	12592	Melissa Caballero	Reimb: Live Scan Services	\$35.00
8/28/2026	12593	Network Office Systems	Printing Materials	\$178.13

8/28/2026	12594	Office Depot	Office Materials / Employee Appreciation / Copy Paper	\$872.65
8/28/2026	12595	Pacific Office Automation	Printing Services	\$462.19
8/28/2026	12596	Paso Por Paso Learning	Instructional Materials	\$2,452.50
8/28/2026	12597	Pedro Miranda	Landscaping Services	\$3,440.89
8/28/2026	12598	Miguel Perez	Reimb: Instructional Materials	\$54.09
8/28/2026	12599	Rodrigo Ortiz	Reimb: Live Scan Services	\$25.00
8/28/2026	12600	Irene Rodriguez	Reimb: Instructional Materials	\$209.28
8/28/2026	12601	Rosalinda Mancillas	ELP Workshop	\$1,500.00
8/28/2026	12602	Sacramento Clinic	SPED Services	\$904.60
8/28/2026	12603	SCUSD	Printing Services	\$1,016.47
8/28/2026	12604	Tao Rossini, APC	Legal Services	\$1,898.88
8/28/2026	12605	Karina Vargas	Reimb: Instructional Materials	\$84.78
8/4/2026	ACH	California Credit Union	Credit Card Payment	\$8,395.82
8/5/2026	ACH	Marlin Leasing Corp	Phone Services	\$2,533.69
8/3/2026	ACH	Navitas Credit Corp.	Phone Services	\$917.82
Total:				\$268,037.00