SAUGUS UNION SCHOOL DISTRICT
24930 Avenue Stanford, Santa Clarita, CA 91355
Phone #661-294-5300

AGREEMENT FOR PUBLIC WORKS SERVICES UNDER CUPCCAA BID THRESHOLD

This Agreement for Public Works Services Under CUPCCAA Bid Threshold ("Agreement") is made effective as of June 7, 2017 ("Effective Date") by and between the Saugus Union School District ("District"), a California public school district, and A.A.P. Construction, Inc. ("Contractor"). The Contractor is identified in additional detail in Paragraph A of Attachment A to this Agreement. The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

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

1. This Agreement relates to improvements to be constructed at the location described in Paragraph B of Attachment A hereto ("Project Site").

2. The Contractor shall furnish any and all labor, materials, services, transportation, equipment and other things as are necessary for the Contractor to fully and satisfactorily complete, in strict accordance with the Contract Documents (defined in Section 8 of this Agreement), all of the work described in the "Scope of Work" set forth in Paragraph C of Attachment A hereto and elsewhere in the Contract Documents (collectively, the "Work").

3. At all times during the performance of the Work, the Contractor must have and maintain in effect the contractor's license(s) issued by the California Contractors State License Board ("CSLB") and specified in Paragraph D of Attachment A hereto.

4. At all times during the performance of the Work, the Contractor must be and remain in full compliance with the "employee background check" conditions specified in the "District Determination Regarding Employee Background Checks" attached as Attachment B to this Agreement. If so specified in Attachment B, the Contractor must comply with all requirements of Attachment C to this Agreement.

5. The Contractor must commence the Work on the "Commencement Date" specified in Paragraph E of Attachment A hereto, and must fully and satisfactorily complete the Work not later than the "Completion Date" specified in Paragraph F of Attachment A hereto. Based on such Commencement Date and such Completion Date, the period of time that the Contractor has to fully and satisfactorily complete the Work is referred to herein as the "Contract Time," and the Contract Time may be adjusted only by means of duly-authorized Change Order (defined in Article 21 of the "General Provisions" set forth as Attachment D to this Agreement).

6. In exchange for the full and satisfactory completion of the Work in strict accordance with the Contract Documents, the District shall pay to the Contractor the amount specified in

Paragraph G of Attachment A hereto ("Contract Amount"). In no event shall the initial Contract Amount be greater than $45,000. The District shall pay the Contract Amount to the Contractor in accordance with Articles 22 through 27, inclusive, of the General provisions within thirty days after acceptance of the Work by the Governing Board of the District ("District Board").

7. If the Contractor does not fully and adequately complete all of the Work within the Contract Time, the District, as provided in Article 28 of the General Provisions, may assess against the Contractor the "Liquidated Damages Amount" specified in Paragraph H of Attachment A hereto for each day (or portion thereof, if not a full day) of delay in completion of the Work.

8. This Agreement includes and incorporates all of the documents as indicated below in this Section (the "Contract Documents"). The Contract Documents are intended to be complementary and form an integrated and binding whole, and the Contractor must perform the Work in accordance with and/or otherwise comply with the Contract Documents as provided therein. The Contract Documents include all of the following:

   (i) This Agreement form;
   (ii) Attachment A, the "Project Information";
   (iii) Attachment B, the "District Determination Regarding Employee Background Checks";
   (iv) Attachment C, the "Certification Regarding Employee Background Checks" (if applicable pursuant to Attachment B);
   (v) Attachment D, the "General Provisions" of this Agreement;
   (vi) Attachment E, the "Certification Regarding Workers' Compensation";
   (vii) Attachment F, the "Payment Bond" (if applicable pursuant to Article 5 of the General Provisions);
   (viii) Attachment G, the "Performance Bond" (if applicable pursuant to Article 5 of the General Provisions); and
   (ix) Any and all other documents specified in Paragraph I of Attachment A hereto.

9. The person who has signed this Agreement on behalf of the Contractor, by so signing, represents and warrants that the information specified in Paragraphs A and D of Attachment A hereto is all true and correct.

(The remainder of this page intentionally left blank.)

10. The person who has signed this Agreement on behalf of the Contractor, by so signing, represents and warrants that: (i) he or she, acting on behalf of the Contractor, has read and understands the General Provisions set forth in Attachment D hereto; and (ii) to the extent applicable to the Work, the Contractor shall comply with all of such General Provisions.

11. The person who has signed this Agreement on behalf of the Contractor, by so signing, represents and warrants that he or she has been duly authorized by the Contractor to sign, and thereby bind the Contractor to, this Agreement.

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

Saugus Union School District	***A.A.P. Construction, Inc.***
By: _____	By: _____
Print name:_____	Print name:_____
Title:_____	Title:_____
Date signed:_____	Date signed:_____

A.A.P. CONSTRUCTION, INC.

General Contractors

Contractors License 644650

1136 Alamos Drive
Thousand Oaks, CA 91362
DIR Number: 1000004391

Office 805.379.0680
Fax 805 379.0680

PROPOSAL & CONTRACT

Saugus Union School District
24930 Avenue Stanford
Santa Clarita Ca 91355

Proposal 3309A
3/27/17

ATTENTION: Mrs. Barbara Boliver
Job Location: Helmer's E.S.
Subject: New FRP in 2 lower pod restrooms

We propose to supply all materials and labor to:
Existing Restrooms
Remove existing grab bars, sinks, mirrors toilets, dispensers & Partition panel so old frp could be removed so district could repair leak. Patch plumbing walls as needed. Install approximately 154' of 5' high frp & new 4''rubber base. reinstall grab bars, sinks, toilets & Partition panel.

All debris to be cleaned up & hauled to dumpster at the completion of work.
All work will be done at normal business hours & prevailing wages.

Price good for 30 days.
Exclusions:
And anything not listed above

Total Price $11,800.00
Accepted by

_____ Date_____
Mrs. Barbara Boliver
Maintenance & Operations Manager

Submitted by

_____AL PINTO_____ 3/27/17
Al Pinto
A.A.P. Construction, Inc.

ATTACHMENT A
PROJECT INFORMATION

A. Contractor:

(i) Full Legal Name: A.A.P. Construction, Inc.

(ii) Organized in State of: California

(iii) Type of Legal Entity: A.A.P. Construction, Inc.

(iv) Employer ID No. (if not an individual): 91-1894649

(v) Social Security No. (if an individual): Must be separately on file with the District

(vi) Business Address: 1136 Alamos Drive
Thousand Oaks, Ca. 91362

(vii) Business Telephone No: 805.379.0680

B. Project Site:
Charles Helmers Elemenary School, 27300 Grandview Drive, Valencia, Ca. 91354

C. Scope of Work:
Re-do walls in lower pod restrooms per Proposal 3309A dated 03/27/17

D. Contractor's CSLB License:
(i) License Number: 644650

(ii) Classification(s): B

(iii) Expiration Date: May 31, 2018

District Verification: Contractor's CSLB License Information Verified By: District Representative: _____ Date Verified: _____

E. Commencement Date: June 7, 2017

F. Completion Date: August 10, 2017

G. Contract Amount: $11,800

H. Liquidated Damages Amount: $100/ day

I. Additional Contract Documents:
Insurance Certificate of Liability

ATTACHMENT B

DISTRICT DETERMINATION
REGARDING EMPLOYEE BACKGROUND CHECKS

☐ The District has determined that, with respect to any and all employees (of both the Contractor and, if applicable, its subcontractors) who will be present at the Project Site in connection with this Agreement, fingerprinting and background checks will be required. Therefore, the Contractor must complete, sign, and submit to the District the "Contractor Certification Pursuant to Education Code Section 45125.1" form set forth as Attachment C to this Agreement.

☐ The District has determined that, as provided by Education Code Section 45125.2, the safety of students can be ensured if, at all times during the performance of the Work, the Contractor implements and abides by the safety precautions checked below:

- ☐ Installation of a physical barrier at the site of the Work to limit contact with pupils.
- ☐ Surveillance by District personnel of all employees (of both the Contractor and, if applicable, its subcontractors) at all times during performance of the Work.
- ☐ Continual supervision and monitoring of all employees (of both the Contractor and, if applicable, its subcontractors) by a designated supervisory employee of the Contractor whom the California Department of Justice has ascertained has not been convicted of a violent or serious felony as defined in Education Code Section 45125.2. Such designated supervisory employee may not be changed without the express written consent of the District. As of the Effective Date, the designated supervisory employee is identified as follows:

  Name: _____

☑ The District has determined that, in connection with the performance of the Work, employees who will be present at the Project Site in connection with this Agreement (whether employees of the Contractor or, if applicable, its subcontractors) will have only "limited contact" with students at the Project Site and, therefore, that the Contractor is not required to comply with any of the foregoing safety requirements.

ATTACHMENT C
CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS

Note: *This form to be completed if required pursuant to Attachment B of this Agreement.*

District: Saugus Union School District

Project: 17-18-015, Re-do walls in lower pod restrooms at Charles Helmers Elementary School

Agreement: Agreement for Public Work Services Under CUPCCAA Bid Threshold dated June 7, 2017

Contractor: A.A.P. Construction, Inc.

The Contractor identified above shall require that all persons including, without limitation, the employees of any subcontractor, who will provide services pursuant to the Agreement identified above or who otherwise will be present on or at the Project site in connection with the Project must submit their fingerprints in a manner authorized by the California Department of Justice ("DOJ") so that the DOJ may conduct a criminal background check consistent with the requirements of Education Code Section 45125.1, in order to determine whether such persons have been convicted of, or have charges pending for, a violent or serious felony as defined in Education Code Section 45122.1.

Except as to any person to whom an exception set forth in Subsection (f) of Section 45125.1 applies, the Contractor shall not permit any person to perform services pursuant to the Agreement, if those services are to be performed on or at the Project Site, until the DOJ has determined that such person has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1. For purposes of eliminating any doubt, the Contractor is responsible for ensuring compliance with the requirements of this Attachment C with respect to any and all employees of its subcontractors who will be on or at the Project site in connection with this Agreement.

The Contractor, to the extent provided in Article 10 of the General Provisions, shall indemnify, defend, and hold-harmless the District and its agents, officers and employees, and each of them, from and against any and all demands, claims, actions and other proceedings, damages, losses, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever that arise from the failure or alleged failure by the Contractor to comply with the requirements of this Attachment C and/or the requirements of Education Code Section 45125.1 hereby made applicable, or that arise from any certification hereby made by the Contractor that is found to be false.

The undersigned hereby certifies, subject to penalty for perjury, that: (i) the undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; (ii) the Contractor has fully complied with the requirements of the Agreement for background checks on persons who will perform any services pursuant to the Agreement, if those services will be performed on or at the Project site; (iii) except as to any person to whom an exception set forth in Subsection (f) of Section 45125.1 applies, none of the persons identified on the Employee List attached to this Certification form have been convicted of a violent or serious felony as defined in Education Code Section 45122.1; and (iv) in connection with the Project, the Contractor shall not suffer or permit any persons other than those shown on such list to enter in or upon the Project site, or to be in the vicinity of the Project site.

Company Name: _____

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

(Attach Employee List to this Certification form.)

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – EMPLOYEE LIST

Contractor: A.A.P. Construction, Inc.

Instructions

(1) For each employee, insert all required information (as specified in the table below) in one row of the table.

(2) In the "Driver License/Identification" column in the table below: (i) specify the number of the employee's driver's license or, if the employee does not have a driver's license, the number of the employee's state-issued identification; and (ii) specify the state that issued the driver's license or identification.

(3) If identifying more than ten employees: (i) use copies of this Employee List to identify the additional employees; and (ii) on each such copy, specify the page number and total number of pages where indicated at the bottom of this Employee List.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/Identification #
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Page _____ of _____

ATTACHMENT D
GENERAL PROVISIONS

ARTICLE 1. COMPLIANCE WITH LABOR CODE: The Work is a "public works project" as defined in Section 1720 of the California Labor Code ("Labor Code"), and Part 7, Chapter 1, of the Labor Code is applicable to the Project. Therefore, the Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 *et seq.*, and 1770 *et seq.,* and Title 8 of the California Code of Regulations, Section 16000 *et seq*. (collectively, "Labor Laws"), which require the payment of "prevailing wages" and the performance of other acts in connection with public works projects. The Contractor acknowledges that, in applicable circumstances and as provided by Senate Bill ("SB") 854 (Stats. 2014, Ch. 28), the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). The Contractor, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wages, maintenance, inspection and submittal of payroll records, notice and posting requirements, *et cetera.* The Contractor must ensure that any and all subcontractors working under the Contractor comply with the Labor Laws and other public works requirements. The Contractor, at no additional cost to the District, must cooperate with the DIR and the District in connection with Labor Law compliance matters. The Contractor shall not permit any contractor or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates must conform to those on file at the District's principal office and posted at the Project Site. The District will withhold payment to the Contractor as necessary to satisfy civil wage and penalty assessments issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and Contractor shall be solely responsible for compliance therewith:

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

ARTICLE 2. REQUIREMENTS FOR PAYROLL RECORDS: The Contractor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement and Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at the principal offices of the Contractor, and made available as required by Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. The Contractor that fails to timely comply with requests for certified payroll records, shall forfeit, as a penalty to the District, $100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Contractor of certified payroll

records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Contractor pursuant to the Agreement.

ARTICLE 3. PENALTIES FOR VIOLATIONS OF PREVAILING WAGE LAWS: In accordance with Section 1775 of the Labor Code, the Contractor shall forfeit, as a penalty to the District, not more than $200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than prevailing wage rates as determined by the director of the DIR. The Contractor shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

ARTICLE 4. REGISTRATION WITH DIR: No contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), the District may cancel the Agreement and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

ARTICLE 5. PAYMENT AND PERFORMANCE BONDS: If the Contract Amount exceeds $25,000 (whether initially or as a result of approved Change Orders), then, prior to commencing the Work, the Contractor, at its sole cost and expense, must provide to the District: (i) a material and labor payment bond to ensure satisfaction of any claims of materials suppliers and of mechanics and laborers employed in connection with the Work ("Payment Bond"); and (ii) a bond to ensure faithful (including, without limitation, timely) performance by the Contractor of its obligations pursuant to the Contract Documents ("Performance Bond") . The Payment Bond must be in the form set forth in Attachment F to this Agreement and the Performance Bond must be in the form set forth in Attachment G to this Agreement. Each of the Payment Bond and the Performance Bond (collectively, the "Bonds") initially must have a penal sum equal to the Contract Amount. If the Contract Amount is increased in accordance with the Contract Documents, then, within seven days after such increase, the Contractor must increase the penal sums of the Bonds so that they equal the total adjusted Contract Amount. The Payment Bond must remain in effect until the date that is six months after the date the period for filing a stop payment notice pursuant to Public Contract Code Section 9356 expires and the Performance Bond shall remain in effect for so long as the Contractor has any obligations pursuant to the Contract Documents. Each of the Bonds must: (i) be issued by a surety that is authorized and admitted to transact business in the State in accordance with Code of Civil Procedure Section 995.120; (ii) include the notarized signatures of the Contractor and the surety. Prior to submitting the Bonds to the District, the Contractor must attach to each of the Bonds: (i) a print-out of information from the website of the Department of Insurance confirming that the surety is an admitted surety insurer, printed not more than ten days prior to submitting the Bonds to the District; or (ii) certification by the Clerk of the County that the surety is an admitted surety insurer, obtained from the Clerk of the County not more than ten days prior to submitting the Bonds to the District. No change in the Work or the Project, extension of time for performance of the Work or other action permitted pursuant to this Agreement shall be deemed or construed to, in any manner or respect, release the Contractor or any surety that has issued one or both of the Bonds from their respective obligations pursuant to the Bonds, and each such surety shall be deemed to

have waived notice of such changes, extensions and other actions.

ARTICLE 6. SUBCONTRACTING: If the Contractor subcontracts any of the Work, the Contractor shall bind each such subcontractor, in writing, to all requirements of this Agreement as are applicable to the subcontractor's work, whether generally or specifically. If the Contractor subcontracts any of the Work, the Contractor shall be fully responsible to District for acts and omissions of each subcontractor and its employees and other representatives. Nothing contained in the Contract Documents shall be deemed or construed to create any contractual relationship between the District and any such subcontractor.

ARTICLE 7. ASSIGNMENT: Except to the extent the Contractor subcontracts any of the Work, the Contractor shall not assign or transfer, by operation or law or otherwise, any or all of its rights, burdens, duties, or obligations pursuant to this Agreement without prior written consent of District.

ARTICLE 8. WORKERS' COMPENSATION INSURANCE: At all times prior to completion of the Work, the Contractor shall have in effect workers' compensation insurance for all its employees performing any of the Work, regardless of whether any portion of the Work occurs at a location other than the Project Site. In addition, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of its employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. Prior to commencing the Work, the Contractor must complete, execute and submit to the District a copy of the "Certificate Regarding Workers' Compensation" attached as Attachment E to this Agreement.

ARTICLE 9. PROOF OF INSURANCE: Contractor must have in effect at all times during the performance of the Work a policy of Commercial General Liability Insurance (including automobile insurance) with limits of not less than $1,000,000 per occurrence (combined single limit) and $1,000,000 Project Specific Aggregate (i.e., for the Project only). Such general liability must be endorsed to name the District, the District Board and each member thereof, and the District's other officers, agents, employees and volunteers (collectively, not including the District, the "District Agents"), individually and collectively, as additional insured.

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

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

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall indemnify, defend and hold-harmless the District, the District agents, and each of them, against and from, any and all claims, demands, actions and/or other proceedings, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges and costs (including, without limitation, attorneys' fees and court costs), and other liabilities of any nature whatsoever (each a "Liability") that arise from the performance of the Work by the Contractor or by others on its behalf. However, Contractor shall not be responsible pursuant to this Article to the extent a Liability is attributable to the active negligence, sole negligence, or willful misconduct of District or any of the District Agents.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies, and equipment installed or incorporated into the

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

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall indemnify, defend and hold-harmless the District, the District Agents and each of them, as provided in Article 10 of these General Provisions, with respect to any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the District, unless otherwise specifically stipulated in the Contract Documents.

ARTICLE 13. GUARANTEE: In addition to any guarantees required by other of the Contract Documents, Contractor shall, and hereby does, guarantee all Work for a period of one year after date of acceptance of the entirety of the Work by District. The Contractor shall, at its sole cost and expense, repair or replace any and all such Work (together with any other Work that may thereby be displaced) as is found to be defective in workmanship and/or materials within a one-year period from date of acceptance, ordinary wear and tear, unusual abuse, and neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor must coordinate the completion of the repairs with the District. This Article shall not be deemed or construed to in any way limit the guarantee of any items for which a longer guarantee is specified or of any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the Project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: Except to the extent of the active negligence, sole negligence or willful misconduct of the District or any of the District Agents, the Contractor shall be responsible for any and all damages to property and injury to persons that occur in connection with the performance of the Work. Subject to the foregoing, all Work shall be performed at the Contractor's sole risk. The Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. As applicable, the Contractor shall adequately protect adjacent property from settlement or loss of lateral support. Contractor shall take all necessary precautions for safety of all persons and property on and at the Project Site and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons and damage to property on, about, or adjacent to the Project Site. Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible person whose duty shall be the prevention of accidents. Contractor shall report name and position of such person to the District.

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE: The Contractor shall be in default of its obligations pursuant to this Agreement if the Contractor: (i) refuses or fails to perform the Work or any part thereof with such diligence as will ensure completion of the Work within the Contract Time; (ii) fails to complete the Work within the Contract Time; (iii) is the subject of any bankruptcy proceeding (whether voluntary

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

ARTICLE 16. CLEAN UP: Contractor at all times shall remove and keep premises free of debris, waste, rubbish, and excess materials and equipment attributable to the performance of the Work ("Debris"). As a condition to final acceptance of the Work, the Contractor must, as applicable: (i) clean the Project Site; (ii) clean the interior and exterior of each affected building or portion thereof (including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where Debris has collected); (iii) ensure that surfaces are free from foreign material or discoloration; (iv) clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment; and (v) remove from the Project Site any and all temporary fencing, barricades, planking, construction toilet(s) and other temporary facilities.

ARTICLE 17. PROVISIONS REQUIRED BY LAW: Each and every provision required by law to be set forth in this Agreement shall be deemed to have been set forth herein, and this Agreement shall be read and enforced as though all such provisions are set forth herein. If, for any reason, any provision required by law is not set forth herein, or is not correctly set forth herein, then, upon request of either Party, the Parties shall amend this Agreement to the extent necessary to set forth, or correctly set forth, such provision.

ARTICLE 18. EXCAVATION DEEPER THAN FOUR FEET: In accordance with Public Contract Code Section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to the Contractor prior to when the Contractor submitted its proposal for the Work; or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. The District shall promptly investigate any such reported

condition and, if warranted, shall issue a Change Order to the Contractor for any extra work or cost not covered by this Agreement. In the event of any dispute between the District and the Contractor related to any such condition, the Contractor shall continue with the Work and shall not be excused from completing the Work within the Contract Time; however, the Contractor shall retain any and all rights provided either by law or this Agreement that pertain to the resolution of disputes and protests between the Parties.

ARTICLE 19. TRENCH SAFETY PLAN: If the Contract Amount (whether initial or adjusted) exceeds $25,000, then, prior to undertaking the excavation of any trench that will or reasonably might be five feet or more in depth, the Contractor must submit to the District, in compliance with Labor Code Section 6705, a detailed plan for protection of workers from collapse or cave-in of the trench ("Trench Safety Plan"). The Trench Safety Plan must be prepared by an appropriately skilled, experienced and licensed civil or structural engineer, who must certify that the Trench Safety Plan complies with minimum requirements of all applicable Construction Safety Orders of Cal-OSHA. If the Trench Safety Plan varies from the standards established by applicable Construction Safety Orders, the Contractor must obtain Cal-OSHA approval of the Trench Safety Plan. The Contractor shall not commence the excavation of any trench within the scope of this Section until the Contractor has provided (and the District has accepted) the Trench Safety Plan and a copy of the excavator's current and valid Cal-OSHA Construction Activity Permit. Neither anything in this Article nor any review and/or acceptance by the District of any Trench Safety Plan shall be deemed or construed to: (i) impose any tort liability on the District; or (ii) relieve the Contractor from responsibility in connection with the Work for protection of workers and others on, at, or in the vicinity of the Project Site.

ARTICLE 20. MAIN OR TRUNKLINE UTILITY FACILITIES: As between the Parties, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk-line utility facilities on the Project Site that otherwise would interfere with performance of the Work, if such utilities are not identified in the Contract Documents or otherwise by the District. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District to provide for removal or relocation of the existing main or trunkline utility facilities. In accordance with section 4215 of the Government Code, if the Contractor, while performing the Work, discovers any existing main or trunkline utility facilities not identified by the District in the Contract Documents, the Contractor shall immediately provide written notice to the District. The District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the Contract Documents or otherwise by the District with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

ARTICLE 21. CHANGE ORDERS: Subject to Public Contract Code Section 20118.4, and without invalidating this Agreement, the District may order, in writing, any extra work or changes to the Work or this Agreement (each a "Change Order"). Each such Change Order shall specify any adjustments to the Contract Amount and/or the Contract Time attributable to the Change Order. All such Change Order work shall be performed in accordance with the requirements of this Agreement. Notwithstanding anything to the contrary, the District shall have the right, without issuing a formal Change Order, to order minor changes in the Work that do not involve any change in the Contractor's cost of performing the Work and that are not inconsistent with the purposes and/or approvals for the Project. Otherwise, except in an emergency endangering life or property, the Contractor shall not perform any extra work or make any change in the Work unless pursuant to an executed Change Order, and no claim for an

addition to the Contract Amount shall be valid unless specified in an executed Change Order.

ARTICLE 22. INVOICING OF PAYMENT IF CONTRACT TIME IS LESS THAN 45 DAYS: If the initial Contract Time is less than 45 days, then, only after acceptance of the Work by the District Board, the Contractor shall submit to the District an invoice requesting full payment for completion of the Work. As a condition precedent to the District's obligation to pay such amount to the Contractor, the Contractor must submit with its invoice an executed copy of a AConditional Waiver and Release on Final Payment" in the form specified in Civil Code Section 8136, which shall be applicable to the full payment for the Work.

ARTICLE 23. SCHEDULE OF VALUES IF CONTRACT TIME IS 45 DAYS OR MORE: If the initial Contract Time is 45 days or more, then, prior to commencing the Work, the Contractor must submit to the District a proposed schedule of the values allocated to the various portions of the Work ("Schedule of Values"), which must, among other things: (i) list the true actual cost (in dollars) of each separate activity and item included within the Work for which payment will be requested; (ii) specify the dollar amounts of overhead, profit, Ageneral conditions" costs, and similar cost-items allocated to each activity and item included in the Work; (iii) specify individual dollar amounts for Alarge dollar" purchases, including, without limitation, systems, equipment, materials and/or other things to be incorporated into the Work; and (iv) specify the projected total dollar amounts payable to the Contractor each month during the course of the Work. The Contractor must not Afront-load" the Schedule of Values by allocating increased or otherwise false dollar amounts to activities and/or items required to be performed in the early stages of the Work. Concurrently with approval of any Change Order that affects the Contract Amount, the Contractor must submit to the District an adjusted Schedule of Values that accommodates the authorized changes in the Work. The initial and each adjusted Schedule of Values is subject to reasonable approval by the District; therefore, the Contractor must modify any Schedule of Values as reasonably requested by the District, and the District shall not be required to make any payment to the Contractor unless and until the Contractor has obtained approval of the Schedule of Values.

ARTICLE 24. INVOICING OF PAYMENTS IF CONTRACT TIME IS 45 DAYS OR MORE: If the initial Contract Time is 45 days or more, then, after approval of the Schedule of Values, and on or before the seventh day of each month during the Contract Time, the Contractor must submit invoices to the District for payment of the portion of the Work that was completed during (or, if not previously compensated, prior to) the immediately preceding month, and the amounts requested in each such invoice must be consistent with the approved Schedule of Values. With each such invoice, the Contractor must submit to the District: (i) an executed copy of the AConditional Waiver and Release on Progress Payment" in the form specified in Civil Code Section 8132, which shall be applicable to the amount specified in the invoice; and (ii) an executed copy of an "Unconditional Waiver and Release on Progress Payment" in the form specified in Civil Code Section 8134, which shall be applicable to all amounts, if any, previously paid to the Contractor as to which the Contractor has not already submitted an executed Unconditional Waiver and Release on Progress Payment.

ARTICLE 25. RETENTION: If the initial Contract Time is 45 days or more, then, in addition to any amounts withheld from any progress payments in accordance with the Agreement and/or applicable law, the District shall withhold from each such progress payment an amount equal to five percent of the total payment amount specified in the associated payment request as security for adequate performance of the Work ("Retention"). Notwithstanding the foregoing, after the Work is at least fifty percent complete, if the District Board determines that the Work is satisfactorily progressing, the District Board, in its sole discretion, may pay some or all of the remaining progress payments in full to the Contractor. The District shall not be required to

pay any interest on any Retention withheld pursuant to this Article. Upon request and at the sole cost and expense of the Contractor, the District will permit substitution of securities in lieu of the District withholding Retention, as provided in Public Contract Code Section 22300. Subject to any restrictions in Public Contract Code Section 22300, the District shall have the right to direct or approve any or all such securities.

ARTICLE 26. FINAL PAYMENT: If the initial Contract Time is 45 days or more, then, only after acceptance of the Work by the District Board, the Contractor shall submit to the District an invoice for final payment for the Work. With such invoice, and as a condition precedent to the District's obligation to make the final payment to the Contractor, the Contractor must submit to the District an executed copy of the AConditional Waiver and Release on Final Payment" in the form specified in Civil Code Section 8136, which shall be applicable to the total amount of the final payment. The District shall release to the Contractor, as the final payment for the Work, the Retention withheld pursuant to these General Provisions, less any amounts the District deems necessary to withhold as provided by the Agreement or applicable law, not sooner than 35 days after a Notice of Completion for the Work is recorded, but not later than 60 days after the first to occur of: (i) the District records a Notice of Completion for the Work; or (ii) Acompletion" of the Work is deemed to have occurred in accordance with Public Contract Code Section 7107. If some or all of any Retention is held in the form of securities, the District shall release such securities in accordance with the foregoing. In no event shall the release of Retention to the Contractor constitute a waiver or release by the District of its rights pursuant to the Agreement relating to any Work that was not performed in strict accordance with the Contract Documents.

ARTICLE 27. PAYMENT PROCEDURES: The District shall review each invoice requesting payment for some or all of the Work and, as soon as practicable, but not later than seven days after receipt of the request, shall: (i) determine that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Agreement or applicable law, within thirty days of receipt of such request and in accordance with Public Contract Code Section 20104.50. If the District has requested additional information in support of the payment request, the time for payment pursuant shall be extended by the number of days required for the Contractor to provide the requested information but reduced by the number of days the District by which it exceeded the seven-day period described above in this Article. The District shall pay interest, at the rate set forth in Code of Civil Procedure Section 685.010(a), on any amount not paid within the time required by Public Contract Code Section 20104.50 and this Agreement, provided that such amount is not subject to dispute or a request for additional information.

ARTICLE 28. LIQUIDATED DAMAGES: Time is of the essence with respect to this Agreement and completion of the Work. The Parties acknowledge and agree that the District will suffer damages if the Contractor does not complete the Work within the Contract Time. Because it is impractical and infeasible to determine the actual amount of damages the District will incur, in accordance with Government Code Section 53069.85, the Contractor shall pay to the District liquidated damages at the rate specified in the Section 7 of the Agreement form for each and every calendar day (or portion thereof, if not a full day) that any of the Work remains uncompleted after the Contract Time has expired ("Liquidated

Damages"). Liquidated Damages shall constitute compensation to the District for Contractor's delay or delay caused by its subcontractors, suppliers, *et cetera*, in completion of the Work and shall not be construed as a penalty or forfeiture of any other right or remedy under this Agreement or applicable law. In the event Contractor fails to pay any such Liquidated Damages, the District may deduct such amount(s) from any payments due (or that may become due) to Contractor pursuant to this Agreement and/or may be invoiced to the Contractor. Nothing in this Section shall be deemed or construed to preclude the District from recovering other or additional damages, as provided by this Agreement or applicable law, as may be attributable to any breach or default by the Contractor of its obligations pursuant to this Agreement.

ARTICLE 29. RESOLUTION OF CLAIMS: The provisions of Public Contract Code Section 9204, and, to the extent applicable, Public Contract Code Section 20104 *et seq*. ("collectively, the Dispute Resolution Provisions") shall apply to Contractor claims arising from the Work (each a "Claim"). The Dispute Resolution Provisions are incorporated herein by this reference. The Dispute Resolution Provisions require that any such Claim be in writing, served by registered or certified mail with return receipt requested, and supported by reasonable documentation of the basis for the Claim. To the extent provided in Public Contract Code Section 9204, the Contractor may file Claims on behalf of its subcontractors of any tier. The Contractor must file any and all Claims prior to submitting to the District an invoice for final payment for the Work. The District shall respond in writing to each Claim in writing within forty-five days following receipt of the Claim and shall pay any undisputed portion of the Claim as required pursuant to the Dispute Resolution Provisions. If the Contractor disputes the District's response to a Claim, or the District does not timely respond to a Claim, the Contractor may submit to the District a written demand to meet and informally confer regarding settlement of the Claim. In such event, the District shall schedule such meeting to occur within thirty days following receipt by the District of the written demand. If, following such meeting, any portion of the Claim remains in dispute, the Parties shall submit the Claim to non-binding mediation as required by the Dispute Resolution Provisions. If a Claim for $375,000 or less remains in dispute following such mediation, and a civil action is commenced to resolve the Claim, judicial arbitration shall be required pursuant to Public Contract Code Section 20104.4. The Contractor should review Public Contract Code Sections 9204 and 20104 *et seq.* if the Contractor desires additional details regarding the Dispute Resolution Provisions.

ARTICLE 30. PROHIBITION AGAINST DRUGS, TOBACCO AND ALCOHOL: District policies prohibit the presence and/or use of non-prescription drugs, tobacco products, and alcohol on all District properties, including, without limitation, the Project Site. The Contractor must inform all persons who will be on or at the Project Site in connection with the Work, in writing, of such prohibition, and the Contractor must stop and prevent recurrence of any use or abuse of drugs, tobacco and alcohol on or at the Project Site that occurs. If any person on or at the Project Site in connection with the Work fails to comply with the District policies described in this Article, the Contractor shall be in default of its obligations pursuant to this Agreement for purposes of Article 15 of these General Provisions.

ARTICLE 31. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq*.), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 32. PROHIBITION AGAINST ASBESTOS: The Contractor hereby acknowledges that, if the Work involves any repair, modification, rehabilitation, reconstruction, demolition, removal or other work on or involving any

existing structures, utilities or other improvements, then asbestos or asbestos-containing materials likely will be present on or at the Project Site. The Contractor shall be deemed and construed for all purposes of the Agreement to have undertaken the Work with full knowledge of the currently-accepted standards, hazards, risks and liabilities associated with asbestos and asbestos-containing materials. The Contractor shall be solely responsible and liable for safely and appropriately performing any Work that may require demolition or removal, may uncover, reveal or otherwise expose, or may otherwise involve or relate to, asbestos or asbestos-containing materials. Notwithstanding anything to the contrary, in no circumstances may the Contractor use or incorporate into the Work any asbestos or asbestos-containing materials, or use or employ in connection with the Work any equipment, tools, clothing or other things that contain or incorporate asbestos or asbestos-containing materials. For purposes of the Agreement: (i) Aasbestos" means any naturally occurring fibrous hydrated mineral silicate, including, without limitation, chrysotile, crocidolite, amosite, fibrous tremolite, fibrous anthophyllite, and fibrous actinolite; and (ii) Aasbestos-containing materials" means materials or products formed by mixing asbestos fibers with other materials, such as cement, rock wool, plaster, cellulose, clay, vermiculite, perlite, adhesive, *et cetera*. If the Contractor violates the foregoing prohibition against asbestos and asbestos-containing materials, or otherwise is responsible for asbestos contamination on, at or in the vicinity of the Project Site, the Contractor shall be solely responsible and liable for any and all damages, costs and/or delays incurred by the District associated with such asbestos and/or asbestos-containing materials, including, without limitation, costs incurred by the District for additional administrative, consultant, and contractor services.

ARTICLE 33. COMPLIANCE WITH APPLICABLE LAWS: In connection with the performance of the Work, the Contractor shall comply with all laws, codes, regulations, ordinances, and other governmental requirements applicable to the Work, including, without limitation, requirements for giving notice to the applicable Regional Notification Center as provided in Government Code Section 4216 *et seq*.

ARTICLE 34. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Agreement. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Agreement, exceeds $10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Agreement. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Agreement. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four years from the District Board accepts the Work. However, if any audit is commenced within such four-year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

ATTACHMENT E
CERTIFICATION REGARDING WORKERS' COMPENSATION

District: Saugus Union School District

Project: 17-18-015, Re-do walls in lower pod restrooms at Charles Helmers Elementary School

Contractor: A.A.P. Construction, Inc.

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

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

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

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

The undersigned hereby certifies, subject to penalty for perjury, that: (i) I am a duly-authorized representative of the Contractor and, in that capacity, have executed this certification on behalf of the Contractor; (ii) I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor shall comply with such provisions before commencing the performance of the work of the work required by the Agreement for the above-referenced project; and (iii) the Contractor will maintain such insurance in place at all times prior to full and final completion of the Work.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ATTACHMENT F
PAYMENT BOND

School District: Saugus Union School District of Los Angeles County, California

Project Name: 17-18-015, Re-do walls in lower pod restrooms at Charles Helmers Elementary School

Contract: Agreement for Public Work Services Under CUPCCAA Bid Threshold dated June 7, 2017

Contractor: A.A.P. Construction, Inc.

Surety: _____

Bond #: _____

Penal Sum: _____

WHEREAS, the School District identified above awarded to the Contractor identified above (herein, the "Principal") the Contract identified above, which provides for completion of the Project identified above, which is a public work and a public project in accordance with Applicable Law; and

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

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

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

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

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

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

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

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number

(The remainder of this page intentionally left blank.)

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

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

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.	**Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.**

ATTACHMENT G
PERFORMANCE BOND

School District: Saugus Union School District of Los Angeles County, California

Project Name: 17-18-015, Re-do walls in lower pod restrooms at Charles Helmers Elementary School

Contract: Agreement for Public Work Services Under CUPCCAA Bid Threshold dated June 7, 2017

Contractor: A.A.P. Construction, Inc.

Surety: _____

Bond #: _____

Penal Sum: _____

WHEREAS, the School District identified above awarded to the Contractor identified above (herein, the "Principal") the Contract identified above, which provides for completion of the Project identified above, which is a public project in accordance with Applicable Law; and

WHEREAS, the Contract requires that the Principal furnish a bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract (collectively, the "Work"), which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

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

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

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

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the School District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the School District or any other party), and the obligation of Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The

obligations of Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations Surety may have pursuant to any labor and materials payment bond applicable to the Work.

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

(i) Complete the Project in strict accordance with the terms and conditions of the Contract, including, without limitation, provisions for the time(s) within which the Surety must act; or

(ii) Obtain, or permit the School District to obtain, one or more bids or proposals for any and all Work required to complete the Project in strict accordance with the terms and conditions of the Contract, and upon determination of each lowest responsive and responsible bidder or proposer, arrange for such bidder or proposer and the School District to enter into a contract, which may be in accordance with Education Code Section 17406, and make available as the Work progresses sufficient funds, up to and including a total amount equal to the penal sum set forth herein, to pay the cost of completing the Work.

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

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

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

(The remainder of this page intentionally left blank.)

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

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number

(The remainder of this page intentionally left blank.)

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

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

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.	**Surety: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.**