



Coronado Unified School District

201 Sixth Street Coronado, CA 92118

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Purchase Order General Terms and Conditions

1. Definitions

- a. "Contract" means the terms and conditions set forth herein, together with the terms appearing on the cover page of the Purchase Order.
- b. "Purchase Order" means the document entitled Purchase Order that the District issued to the Vendor.
- c. "District" means the Coronado Unified School District.
- d. "Deliverables" means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to the Purchase Order, including any such items furnished that are incidental to the provision of services.
- e. "Contractor" or "Vendor" means the business entity designated on the cover page of the Purchase Order that is supplying Deliverables to the District.

2. Acceptance of Offer. The bid or quotation that the Vendor provides to the District in response to a solicitation to perform a service or to supply goods at a specified price is deemed a firm offer. Issuance of the Purchase Order evidences the District's acceptance of that offer. Orders made by the District shall not be valid unless the District provides a Purchase Order that includes a Purchase Order number and that is signed by an authorized agent of the District. Acceptance is strictly limited to the terms and conditions set forth herein. The District shall not be bound by and specifically objects to any term or condition that is different from or in addition to the terms and conditions included in this Contract, whether or not such term or condition will materially alter this Contract. Vendor's commencement of performance or acceptance of this Contract in any manner shall conclusively evidence agreement to this Contract as written.

3. Packaging, Delivery, and Acceptance

- a. Packaging. Vendor shall package all items to protect them from damage during transit. Vendor will include the following information on all packing slips: District Purchase Order number,

contents, quantity, quality, and description. No charges will be allowed for the transportation, packaging, packing, or returnable containers agreed to in this Contract. Damage to any Deliverables resulting from improper packaging will be charged to Vendor.

- b. Delivery. Vendor is responsible for delivery on a free-on-board (“FOB”) destination basis and shall incur all costs associated with the delivery. The delivery address is: Coronado Unified School District, 201 Sixth Street, Coronado CA 92118.
- c. Acceptance. If items are not properly packaged or identified as required herein, or if the District determines that items are defective or non-conforming, the District may reject all or part of any deliveries and Vendor shall bear all costs, including costs for return and re-delivery of Deliverables. All goods to be delivered pursuant to this Contract may be subject to final inspection, testing, and acceptance by the District at the destination. The District shall give written notice of the rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Acceptance shall not be construed to waive any warranty rights the District may have under applicable law or by express reservation in this Contract with respect to conformity. Title to and risk of loss of Deliverables shall vest in the District upon the District’s acceptance of the Deliverables.

4. Performance Requirement

- a. Quality Level. Vendor shall maintain a quality level of zero defects on all Deliverables shipped to the District.
- b. On-Time Delivery. Vendor shall maintain an on-time delivery level of 100%. Delivery is considered to be on-time with the agreed-upon schedule date when shipment is received no more than three (3) days ahead or zero (0) days after the scheduled delivery date.
- c. Delivery Performance Measurements. The Parties agree that Vendor’s on-time delivery performance is subject to monitoring by the District and the Parties agree that failure to maintain the agreed upon delivery performance results in a waiver of any obligation by the District to fulfill any commitment under this Contract and may result in termination.

5. Changes. The District may, at any time, by written notice, make changes to the specifications, design or drawings, samples or other description(s) to which the Deliverables are to conform, in methods of shipment and packaging, or place or delivery. If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment must be made within thirty (30) days of the receipt of such notice. The equitable adjustment shall be made based on good faith negotiations between the District and Vendor. Nothing in this Section 5 shall excuse Vendor from proceeding without delay to perform its obligations under this Contract as changed. Vendor shall make no substitutions or changes to the form, fit, or function of the Deliverables furnished to the District hereunder without prior written notice and approval in writing from an authorized District representative.

6. Substitutions. The District shall not accept product substitutions unless the Vendor first obtains express written authorization from an authorized District representative prior to shipping such substitutions.

7. License. Upon the District’s payment in full for software, Contractor grants the District a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license, to install and use the software on all computing devices used by or for the benefit of the District. Such license is subject to the limitation on the maximum number of end users or other scope limitations listed herein and, if none are listed, such license shall be deemed to be enterprise-wide, and the software may be used by all District end users without any maximum number of users.

The license shall extend to permit District contractors performing work for the District to use the software in the performance of their duties for the District.

8. Payment. All invoices for Deliverables delivered and service(s) performed shall be mailed to Coronado Unified School District, 201 Sixth Street, Coronado, CA 92118, ATTN: Account Payable Department. Any invoices for repairs must be itemized as to material, time, and hourly or daily labor rates in order for the District to timely remit payment.

9. Sales Tax. The District shall pay California sales tax and use tax as applicable. Contractor shall separately list all applicable taxes on any invoices. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate in good faith with the District in all matters related to taxation and the collection of taxes.

10. Independent Contractor. In the performance of a Purchase Order, Vendor shall act as an independent contractor. Vendor shall perform the Deliverables and obligations under the Purchase Order according to the Vendor's own means and methods of work which shall be in the exclusive charge and under the control of Vendor and which shall not be subject to control or supervision by the District, except as to the results of the work. Vendor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided to employees of District's or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the Services to be provided under the Purchase Order. Vendor is not authorized to make any representation, contract or commitment on behalf of the District.

11. California State Tax Withholdings for Nonresidents of California. It is mutually understood that if Vendor is a Nonresident of California corporation, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year, unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is seven percent (7%). The District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Vendor's California State Income Tax Account, settlement of which must be made by Vendor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Vendor and Vendor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Vendor's acts or omissions with respect to this nonresident requirement. Vendor shall provide all necessary documentation and information to help the District to comply with all tax requirements related to California nonresidents.

12. Force Majeure. The Vendor or the District shall be excused from performance hereunder during the time and to the extent that it is prevented from performing by act of God, fire, pandemic, epidemic, strike, lockout or commandeering of materials or facilities by the government.

13. Other Fees or Charges. The District will not be responsible for and the Vendor should not attempt to charge the District for fees, charges or other costs not explicitly identified within the Contract. This includes, but is not limited to fees for fuel, transportation, packaging, stocking, surcharges, or service fees.

14. Warranty. All products, materials or services furnished under a Purchase Order shall be in accordance with the District's specifications and guaranteed to be new and free from faulty design or workmanship. If upon inspection any item is found defective or of inferior quality, the District may return such item to Vendor at Vendor's expense. Payment for any item prior to inspection shall not be construed to be an acceptance of an unsatisfactory or defective item. Vendor shall reimburse the District for any amount paid to Vendor, and any shipping charges incurred by the District, for such returned items.

- a. Condition of Deliverables. Vendor warrants that Deliverables supplied by Vendor are new unless specifically approved by the District in writing. Items shall not be surplus, reconditioned, recovered, or remanufactured unless approved by the District in writing.
- b. Deliverables Free from Defect. Vendor further warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard seller's warranty.
- c. No Violation of Third-Party Rights. No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. Vendor warrants that Vendor has no basis to believe there is an action, suit, proceeding, or material claim or investigation pending or threatened against Vendor that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable.
- d. Title. Vendor warrants that it has full title to the Deliverables and has the lawful right to grant the District the rights and licenses contemplated herein without first obtaining consent from any third party.

15. Quality

All equipment and materials used in the installation should be new. Used, refurbished or repurposed equipment or material will not be acceptable.

16. Termination

The District shall have the right to terminate this Contract following thirty (30) days' written notice under the following circumstances:

- a. For Convenience. In the case of termination by the District for convenience, Vendor shall submit all invoices for amounts due from the District within thirty (30) days after the effective date of termination. Vendor shall maintain complete and accurate records supporting Vendor's claimed costs and shall make such records available to the District upon request. If the District terminates this Contract pursuant to this Section (a), in no event shall Vendor be entitled to any amount beyond monies paid and/or owed for work performed by Vendor up to the date of the termination notice. Vendor shall have no claim for damages, or loss of profit, arising out of any termination for convenience.
- b. For Default. The District may terminate this Contract for any of the following circumstances:
 - i. If Vendor has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or

- ii. If Vendor fails to perform the work, provide the services, or deliver the Deliverables in accordance with the statement of work, scope, and performance requirements or delivery schedules specified in the Purchase Order or otherwise agreed-to ("Contract Time"); or
- iii. If Vendor fails to perform any of the other terms of this Contract and does not cure such failure within a period of ten (10) days following receipt of notice from the District specifying such failure of performance.

If the District terminates this Contract pursuant to this Section (b), the District may procure, upon such terms and in such manner as it may deem appropriate, in its sole discretion, supplies or services similar to those so terminated. In such a case, Vendor shall be liable to the District for any excess costs reasonably incurred by the District for such similar supplies or services.

17. Indemnification

Vendor shall defend, hold harmless, and indemnify the District, its Board members, administrators, employees, agents, attorneys, and volunteers ("District Indemnified Parties") from and against all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the District.

18. Compliance with Laws

Vendor warrants that it will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order, or permit applicable to its performance under this Contract, including any employment, health, or safety agency regulations and any and all rules, policies and guidelines related to COVID-19.

19. CAL-OSHA Requirements

Vendor certifies, by shipment, that all equipment furnished pursuant to this Contract either meets or exceeds applicable California Division of Occupational Safety and Health ("Cal/OSHA") codes. Vendor shall ensure that Material Safety Data Sheets ("MSDS" or "SDS") accompany any applicable chemicals furnished by Vendor to the District pursuant to this Contract.

20. Public Records Act

This Contract will become the property of the District and subject to the California Public Records Act, Government Code section 6250 et seq. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Contract document marked "Confidential," "Trade Secret," or "Proprietary," each Vendor agrees, by submission of its response to the District, to defend and indemnify the District, its Board, employees, agents, and assigns, from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

21. Assignment

Vendor may not assign this Contract, in whole or in part, without the prior written consent of the District. Subject to the foregoing, this Contract shall be binding upon the Parties and their respective successors and assigns.

22. Audit

District shall have the right to examine and audit Vendor's records related to this Contract. Vendor shall maintain and preserve all such records for a period of at least three (3) years after the District provides final payment to Vendor or after final Contract closeout, as determined by the District.

23. Use of District Name in News or Advertising

Vendor shall not, without the prior written consent of the District: (a) make any news release or public announcement of all or any part of the subject matter of this Contract, or (b) in any manner advertise or publish the fact that the District has ordered the Deliverables from Vendor.

24. Limitation on Damages

In the event of the District's breach or default of its obligations under the Contract, the damages, if any, recoverable by the Vendor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Vendor. By executing this Contract, the Vendor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract. The Vendor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

25. Non-Discrimination

Vendor shall comply with all laws and the District's policies prohibiting discrimination in employment and shall require all subcontractors that perform work under this Contract to abide by this non-discrimination requirement.

26. Waiver

The failure of either Party to exercise any right under this Contract shall not be deemed a waiver of such right and shall not affect the right to enforce each and every right hereof. The waiver of any breach of any term, provision, covenant or condition contained herein shall not be deemed a waiver of any: (a) subsequent breach of such term, provision, covenant or condition; or (b) other term, provision, covenant, or condition.

27. Severability

If any term or condition of this Contract is held invalid or unenforceable for any reason, to the extent permitted by law, the remaining provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid portion eliminated.

28. Applicable Law

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of California.

29. Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on proposals, packing slips, invoices, or other documents submitted by the Vendor. Any conflict or inconsistency among the components of this Contract

shall be resolved by giving precedence in the following order: (1) these Contract Terms and Conditions; (2) all other attachments incorporated into the Contract by reference; and (3) Vendor's offer made in response to the District's solicitation to supply Deliverables to the District.

30. Modification of Contract

No term or condition of this Contract may be terminated, modified, rescinded, or waived except through a writing signed by both Parties.

31. Dispute Resolution.

In the event of any disputes or disagreement between the District and the Vendor with respect to the interpretation of any provision of this Contract, or to the performance of the parties under this Contract each party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Contract. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a party concludes in good faith and provides written notice to the other party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

32. Disputes. Vendor shall continue with the responsibilities under this Contract during any dispute.

33. Drug-Free Workplace. Vendor acknowledges that it is aware of the provisions of California Government Code section 8350 et seq. and certifies that it will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

34. Fingerprinting and Criminal Background Check Certification. Vendor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Vendor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Vendor, who may have contact with the District's pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

35. Workers' Compensation. Labor Code section 3700 requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. Vendor is aware of Section 3700 will comply with such provisions before commencing the performance of the work of this Contract and will require all subcontractors to do the same.

36. Health Screening. Vendor shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406.

37. Insurance Requirements. Vendor shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California, possessing a current A.M. Best Inc. rating of B++ or better, and acceptable to the District which will protect Vendor and the District from claims which may arise out of or result from Vendor's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Vendor agrees to designate the District as an additional insured on such insurance if so requested and to provide proof of such insurance upon request.

38. Data Privacy Addendum

The District requires all technology vendors to comply with specific data privacy protections set forth in California law. To the extent the Vendor will have access to personally identifiable student information, Vendor hereby agrees to be bound by the terms of the District's Data Privacy Addendum set forth in **Exhibit A** and incorporated by this reference.

39. Public Works Addendum

To the extent the Vendor will be conducting work that meets the definitions of a public works project under California law, Vendor hereby agrees to be bound by the terms of the District's Public Works Addendum, set forth in **Exhibit B** and incorporated by this reference.

Exhibit A
DATA PRIVACY ADDENDUM

This Data Privacy Addendum (“**Data Privacy Addendum**”) is entered into by and between **Contractor** and Coronado Unified School District, a California public school district (the “**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Purchase Order Terms and Conditions above, the provisions of this Addendum will control.

WHEREAS, District and Contractor desire to enter into an agreement as set forth in the Purchase Order and the Purchase Order Terms and Conditions.

WHEREAS, District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“AB 1584”) (codified in Education Code section 49073.1), the California Education Code, the Children’s Online Privacy Protection Act (“COPPA”), and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures, and applicable regulations as specifically provided herein.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Term**. The term of this Data Privacy Addendum shall expire on the termination date stated in the Purchase Order Terms and Conditions or in any addenda to such Terms and Conditions, whichever controls.
2. **Use**. Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Purchase Order. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum with respect to the data shared under the Purchase Order. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Purchase Order, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
3. **Ownership**. All Student Data obtained by Contractor from the District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
4. **Export**. Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

5. **Disposition.** Upon written request Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Purchase Order authorizes Contractor to maintain Student Data obtained under the Purchase Order beyond the time period reasonably needed to complete the disposition. Contractor shall provide written notification to the District when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the Data Privacy Addendum.
6. **Security.** Contractor shall take actions to ensure the security and confidentiality of Student Data, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Student Data.
 - a. Contractor shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Purchase Order except as necessary to fulfill the purpose of the Purchase Order. Contractor shall warrant that security measures are in place to help protect against loss, misuse, and alteration of the data under Contractor's control. When the Service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. If Contractor hosts content pursuant to the Purchase Order, Contractor shall ensure that content is in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
7. **Targeted Advertising.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students.
8. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - a. promptly notify the District of the suspected or actual incident;
 - b. promptly investigate the incident and provide the District with detailed information regarding the incident, including the identity of affected users; and
 - c. assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from the District, Contractor shall reimburse the District for actual costs associated with notifying affected parties.
9. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.

10. Successors Bound. This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

Exhibit B
PUBLIC WORKS ADDENDUM

1. Prevailing Wage and Registration. Contractor is hereby notified that any Deliverables in the form of services conducted pursuant to this Contract that meet the definition of "public works" pursuant to Labor Code section 1770 et seq., and involving an expenditure of at least one thousand dollars (\$1,000) will be subject to payment of the prevailing wage. As applicable, Contractor and its subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that each public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770 et seq. Proof of registration with the DIR shall be provided as to all such contractors and subcontractors prior to the commencement of any work.

2. Registration. Contractor acknowledges that each public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR") in accordance with Labor Code section 1770 et seq. Proof of registration with the DIR shall be provided as to all such contractors and subcontractors prior to the commencement of any work.

3. Contractor's License. Pursuant to Public Contract Code section 3300, the District requires that each Contractor and subcontractor must possess, at the time the Contract is awarded the appropriate license for the work to be provided in accordance with the classifications provided by the California State Contractor's License Board.

The Contractor's California State License number shall be clearly stated in the Purchase Order. Any Contractor not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials, or services provided under the Contract for the work unless and until the Registrar of Contractors verifies to the District that the Contractor awarded the Contract is properly and duly licensed to perform the Work.

4. Bonds. A payment bond is required for any public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00). A payment bond, in an amount equal to 100% of the total Contract amount, is required, and shall be provided to the District prior to execution of the Contract. The bond must be issued by a California admitted surety insurer as defined in California Code of Civil Procedure section 995.120.

A performance bond, in an amount equal to 100% of the total Contract amount issued by a California admitted surety insurer as defined in California Code of Civil Procedure section 995.120, may be required upon the District's request.

5. Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, transportation, equipment, mechanical workmanship and services, including engineering, permits, certifications from Air Quality, Environmental Health, Building, Fire Marshall and/or any other local Authorities inclusive of all fees and costs associated with the permits and certifications necessary to perform and complete the Deliverables, as specified in the specifications and as-built drawings agreed-to between the parties and provided as part of the Contractor's Proposal or with the Purchase Order, in a good and workmanlike manner. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required under the sole direction and control of the Contractor, and subject to inspection and approval of the

District, or its representatives. Deliverables performed by the Contractor may be referred to herein as the Work or the Services.

6. Term. Contractor shall commence providing the Work under this Contract in accordance with the timeline specified in the Purchase Order and will diligently perform as required and complete performance by the date provided in the Purchase Order unless this Contract is terminated and/or otherwise cancelled prior to that time. Contractor understands and acknowledges that time is of the essence for completion of the Work.

7. Contract Price and Payment. The District agrees to pay and the Contractor agrees to accept, in full payment for the Work above agreed to be done, as specified on the Purchase Order. Contractor will submit a report and invoice to the District each month for value of Work performed to date using the AIA G702 Form, or other format approved by the District, and the District agrees to pay the undisputed amounts of any valid pay request within thirty (30) days of acceptance.

8. Dispute Resolution. Notwithstanding any other language in the Contract, claims between the District and the Contractor shall first be resolved using the procedures set forth at Public Contract Code section 9204. The term "Claims" shall be as defined in Public Contract Code section 9204.

9. Change Orders. The District, without invalidating the Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from Work, with the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract and Contractor shall increase the amounts of its payment and performance bonds, if necessary, to cover the increase in the Contract price. All change orders shall be processed in accordance with the District's standard practice, including limits on profit, insurance and bonds that may be charged, and must be signed by the District. Contractor understands and agrees that Contractor is not entitled to any additional compensation or reimbursements from the District for non-approved or non-accepted change orders. Contractor understands and agrees that when submitting any change order proposal that such change order shall be broken down separately to itemize labor, by trade and hourly rate, for any trade performing work on the Project and materials for any one activity.

10. Concealed Conditions/Site Visit Certification. Contractor, by execution of this Contract, certifies that he/she has visited the site of the proposed Work and has fully acquainted itself with the conditions relating to construction and labor, and Contractor fully understands the facilities, difficulties, and restrictions attending the execution of the Work under the Contract. Contractor agrees to fully indemnify the District, its officers, agents, and employees, and any of its consultants from any damage or omissions related to conditions that could have been identified during Contractor's visit to the site.

11. Liquidated Damages. The District and Contractor understand and agree that if the Work is not completed within the time of completion required by this Contract, the District will suffer damages. The parties agree that it will be impractical and infeasible to determine the amount of actual damage and, therefore, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum of three hundred (\$300.00) dollars for each calendar day of delay until all Work is completed and accepted. The Contractor and the District agree that the sum fixed as liquidated damages is a reasonable and good faith estimate of the actual amount necessary to compensate the District for damages incurred as the result of delay when viewed prospectively upon the making of this Contract. Contractor and his/her surety shall be liable for the amount thereof, which shall be deducted from any payments due to or to become due to Contractor. Contractor understands and agrees that nothing set forth in these Contract Documents shall be construed to limit the District's right to collect actual damages, and the District shall have the option to exercise all other remedies afforded by law including, but not

necessarily limited to, recovery of actual damages that the District incurs as a result of any delay in performance.

12. Guarantees. Contractor shall and does hereby guarantee all workmanship and material for a period of one (1) year from the date of acceptance of the Work by the District (special or extended guarantees as noted shall be honored as specified under specific items) and shall repair or replace any or all material and workmanship (together with any other Work which may be damaged in so doing) that is or becomes defective during the period of said guarantees without expense whatsoever to the District. In the event the Contractor fails to comply with the requirements of any guarantee required by this Contract within seven (7) days after being notified in writing, the District is authorized to proceed to have the defects repaired and made good at the expense of Contractor who shall pay the costs and charges therefore immediately on demand. In the event the defective condition giving rise to repairs pursuant to this warranty endangers persons or property, or otherwise substantially interferes with the District’s ability to conduct its business or provide services for which the District is responsible, the District may immediately make repairs after reasonable attempt(s) to notify Contractor, and Contractor shall pay the costs and charges of said repairs immediately upon demand.

13. Insurance. Upon the District’s request, Contractor shall provide, and shall require its subcontractors to maintain, insurance policy/policies and limits of coverage acceptable to the District to protect against claims that may arise from this Contract.

a. Insurance Requirements for Contractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence:\$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work.

b. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: \$1,000,000
	Aggregate: \$2,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

14. Debarment. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

15. Occupancy Prior to Completion. The District reserves the right to occupy, on written notice, any portion of the Work at any time before completion and while Work is in progress. In the event of such occupancy, the Contractor shall provide, without additional cost to the District, suitable protection by

means of fencing, barriers, posted signs or other methods as required to prevent persons other than those directly connected with the Work from entering remaining areas where continuing Work is being conducted, vehicles are operating, or materials are stored. Such occupancy by the District prior to final acceptance shall not be construed by the Contractor as being an acceptance of that part of the Project so occupied, nor shall the Contractor be entitled to, or make demand for, additional compensation or extension of time because of such occupancy. Such occupancy by the District prior to final acceptance shall not be deemed to constitute a waiver of existing claims on behalf of the District or Contractor against each other.

16. Asbestos-Free Materials. Contractor agrees that to the best of its knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material. Contractor agrees any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor. All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement, and accredited by the EPA chosen and approved by the District who shall have sole discretion and final determination in this matter.

17. Stop Notices. The District shall withhold, from the next following payment to Contractor, 150% of any amount claimed in a stop notice timely filed with the District. Amounts withheld shall only be paid upon a valid release of stop notice or other resolution pursuant to governing law.

18. Subcontractors. Contractor agrees that it is as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of persons directly employed by it. Nothing contained in the Contract shall create any contractual (including third party beneficiary) relation between any subcontractor and the District.