

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

This agreement is effective October 14, 2020 (the "Agreement") by and between the Jefferson Elementary School District, San Mateo County, California ("District" or "Owner") and C. Overaa and Company ("Design-Builder").

WITNESSETH: That the Design-Builder and the Owner for the consideration hereinafter named agree to enter this Agreement for design and construction of the Contract pursuant to Education Code sections 17250.10 et seq., as follows:

ARTICLE I. SCOPE OF WORK. For the Owner's Modular Building and Site Improvement work at MP Brown Elementary School (the "Work") which is part of the Workforce Housing Project (the "Project"), the Design-Builder agrees to furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers. The Work includes all obligations of the Design-Builder under this Agreement, including the Contract Documents (see Article II, below), and including all design and construction services necessary to complete the Contract.

A. Design Services

The Design-Builder shall complete the design of the Contract within the parameters of the Owner's requirements for design of the Contract (the "Design Requirements," or "Bridging Documents") that were included in the Request for Proposals and on which the Design-Builder based its proposal, and within the other requirements of the Contract Documents (including Article VI, below).

The Design-Builder shall prepare a 70% complete design for the Owner's review and approval, and then prepare a 100% complete design for the Owner's review and approval, as outlined in the Special Conditions.

Constructability review of the design and value engineering are the responsibility of the Design-Builder, but Owner may provide its own constructability or value engineering comments when reviewing the 70% or 100% designs.

After approval of the Final 100% Plans and Specifications by the District, the Design-builder shall submit them to the city of Daly City ("City") Planning Building and Community Development Departments and the California DOH for approval. If the City Planning Building and Community Development Departments and the California DOH requires changes in the design, the design-build entity shall obtain District approval of any changes before making the changes and re-submitting to the City Planning Building and Community Development Departments and the California DOH. Without prior consent by the District, the design-build entity may not perform any site work until the City Planning Building and Community Development Departments and the California DOH have

approved all of the Final Plans and Specifications. If any such changes are outside the scope of the Design Requirements, then the Design-Builder shall be entitled to a change order to the extent that the change increases the Design-Builder's design or construction costs.

B. Construction Services

The Design-Builder may not commence construction until it delivers to Owner complete city of Daly City (City) approval of the design for the Contract. The Design-Builder shall perform all construction necessary to construct the Work in compliance with its City-approved design ("Design") and the Contract Documents, including the General Conditions.

ARTICLE II. CONTRACT DOCUMENTS. The Design-Builder and the Owner agree that the following documents form the Contract and the Contract Documents:

- A. The Request for Proposals, including all attachments, appendices, and addenda.
- B. The Design-Builder's proposal in response to the Request for Proposals ("Proposal"), including all attachments, certifications, and declarations required to be submitted with the Proposal.
- C. This Agreement.
- D. The General Conditions.
- E. The Special Conditions
- F. Any written and Board-approved agreement to modify this Agreement, such as an amendment or change order.
- G. The payment bond.
- H. The performance bond.
- I. The documents listed in Article 1.1.1 of the General Conditions.

This Agreement incorporates the above Contract Documents by reference, and together they constitute the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (the "Contract Time") shall be eight hundred fifteen (815) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no such date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract.

In addition, the Design-Builder shall meet the following milestone deadlines:

October 14, 2020	Begin Design Services
November 30, 2020	Complete Design Development Drawings
January 31, 2021	Finalize Construction Price
March 12, 2021	Complete Construction Documents

March 15, 2021	Permit Application
May 30, 2021	Notice to Proceed on Factory Modular
July 7, 2021	Notice to Proceed on Site Construction
January 7, 2023	Complete Construction

This schedule shall be subject to revision as mutually agreed.

Failure to Complete the Work within the Contract Time, or by the milestone deadlines noted above, in the manner provided for by the Contract Documents shall subject the Design-Builder to liquidated damages. For purposes of liquidated damages, the concept of “substantial completion” shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or by the milestone deadlines noted above, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$1,500 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Design-Builder to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Design-Builder Completes the Project within the Contract Time.

Liquidated damages will accrue for failure to meet milestone deadlines even if the Design-Builder Completes the Project within the Contract Time.

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

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time for Completion and liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Design-Builder in current funds a total of Five Hundred Forty Seven Thousand Seven Hundred Fifty Two Dollars (\$547,752.00; the “Design Price”) for the design services and Work under the Contract (see Section I.A, above) satisfactorily performed after receipt of properly documented and submitted applications for payment.

The Owner shall pay Design-Builder for the design services of the Contract according to the following schedule:

- 40% of the Design Price upon Owner approval of the 70% design package (see the Request for Proposals).
- 50% of the Design Price upon approval of the Final 100% Plans and Specifications (see the Request for Proposals).
- 10% of the Design Price upon receipt of all permits

The Owner shall pay Design-Builder no more than Twenty Seven Million Four Hundred Twenty Thousand Six Hundred Eighty Two Dollars (\$27,420,682); the “Not-to-Exceed Construction Price” or “NTE Construction Price”) for the construction services and Work under the Contract (see Section I.B, above) satisfactorily performed after receipt of properly documented and submitted applications for payment. After completion of the design services but before commencement of the construction services, Owner and Design-Builder shall decide upon the Final Construction Price as outlined in the Special Conditions.

The Owner shall pay the Final Construction Price by submitting monthly payment applications based upon the progress of the construction of the Work, as described in the Contract Documents, especially Article 9 of the General Conditions.

The Design-Builder shall be responsible for all of its costs related to the Work, including home office, administration, copies, and travel expenses.

The Design-Builder may not request an increase in the Design Price or the Final Construction Price (combined, the “Contract Price” or “Contract Sum”) except as permitted in the Contract Documents; and under no circumstances may the Design-Builder request an increase in the Contract Price based on costs caused by Design-Builder’s errors in design of the Work or construction of the Work, or based on site conditions that were foreseeable to Design-Builder (including but not limited to City or DOH corrections to the Design-Builder’s design of the Work, and design or construction services that were necessary to meet the requirements of the any governmental agency, the Bridging Documents, or the Contract Documents).

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions, and shall be in the form of a written amendment or change order to this Agreement approved by the Owner’s governing body.

ARTICLE VI. DESIGN RESPONSIBILITIES OF THE DESIGN-BUILDER.

A. Definitions.

1. Design Services. “Design Services” shall mean the Design-Builder’s design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, foreseeably required under law, the standard of care, and this Agreement, to complete the design of the Work, obtain City approval of the design of the Work, and administer the construction of the Work, as further defined in this Article.

2. Wrongful Acts or Omissions. “Wrongful Acts or Omissions” shall mean Design-Builder’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

B. Standard of Care.

District retains Design-Builder to perform, and Design-Builder agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Design-Builder agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Contract. All services performed by the Design-Builder under or required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Design-Builder shall be responsible for the completeness and accuracy of the plans and specifications.

C. Design Services.

1. General.

The Design-Builder shall complete the design for the Contract in conformance to the Contract Documents, including the Bridging Documents, and applicable law.

The District shall have the right to add or delete from the Design-Builder’s scope of Design Services as it may determine is necessary for the best interests of the Contract, the Project, and/or the District. Design-Builder shall expeditiously and diligently perform all of its work and obligations under this Agreement. Design-Builder may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute

with District. The Design-Builder acknowledges that its priority is to complete the Contract and its Design Services, and that any payment disputes with the District, if not resolved during the Project, must wait for resolution after the Contract.

All personnel provided by Design-Builder shall be qualified to perform the services for which they are provided. Design-Builder shall obtain District's written approval of each employee of Design-Builder who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon ten (10) days' written notice, cause Design-Builder to remove a person from the Contract if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Design-Builder shall provide them immediately.

Design-Builder is an agent of District and shall reasonably represent the District at all times in relation to the Contract.

Design-Builder shall be fully licensed as required by law at all times when providing services under this Agreement.

2. Consultants.

The Design-Builder shall employ or retain at Design-Builder's own expense, engineers and other consultants necessary to Design-Builder's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Design-Builder for this Contract shall be approved by District prior to their commencement of work. The Design-Builder's consultants shall be employed or retained to provide assistance during all aspects of performance of the Design Services for the Contract, including but not limited to review of schedules, shop drawings, samples, submittals, and requests for information. The Design-Builder's consultants shall also conduct periodic inspections of the site to determine conformance with the City-approved design and shall participate in the final inspections and development of any "punch list" items. Design-Builder must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

Design-Builder shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain an architect or construction manager to assist District in performance of District's duties for the Contract.

If not done by the District's architect for the Contract ("Architect"), the Design-Builder shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing

buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Contract benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or Completion of the Project, shall have returned to it by Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

If not done by the Architect, Design-Builder shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Contract, shall have returned to it by Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

3. Schematic Design Phase.

The Design-Builder shall treat the Bridging Documents as the schematic design for the Contract. The Design-Builder shall complete the design of the Contract in conformance with the Bridging Documents, as described in this Agreement.

4. Design Development Phase.

Design-Builder shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Contract as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. The design development documents shall represent a 70% complete design, and shall conform to the Bridging Documents and other Contract Documents. Design-Builder shall submit the 70% development design to the District for its review and for Board approval. Design-Builder is encouraged to make recommendations to District regarding benefits that could be realized by altering the scope of work or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Design-Builder shall revise the design development documents as necessary until District's governing board approves them in writing. Design-Builder shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

The Design-Builder shall prepare the Storm Water Pollution Prevention Plan if any such plan is required for this Contract.

Design-Builder shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the City and other agencies exercising jurisdiction over the Contract. Design-Builder shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Design-Builder shall provide a copy of all such documents to the District.

Design-Builder shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5. Completion of Design Phase.

Following the District's governing board's written approval of the design development documents, the Design-Builder shall prepare for the written approval of District's governing board the 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The 100% complete design shall conform to, comply with, and satisfy the Bridging Documents and other Contract Documents, as well as all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the 100% complete design, Design-Builder shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages.

Prior to submission of the 100% complete design to the City for plan check and approval, the Design-Builder shall submit the design to the District for review and for Board approval. Design-Builder shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the 100% complete design.

After approval by the District's governing board, the Design-Builder shall submit the 100% complete design to the City for plan check and approval, and make the necessary corrections to secure City approval. If the City requires any changes in the 100% complete design, Design-Builder shall submit its changes to the District for review and Board approval before submitting them to City for approval.

6. Construction Phase.

The construction phase shall begin on the date that Design-Builder obtains complete

City approval of the 100% complete design.

The Design-Builder shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* Design-Builder shall provide a copy of all such notifications to the District.

The Design-Builder listed subcontractors in its proposal that it will use for the specified types of design or construction work (see *Exhibit B*).

The Design-Builder may select additional subcontractors for performance of construction work, and if the scope of a subcontractor's construction work is greater than 0.5% of the contract price allocable to construction work, then the Design-Builder shall use the procedures specified in Education Code section 17250.35(b) to select that construction subcontractor. The Design-Builder shall award each construction subcontract on a best value basis.

The Design-Builder shall submit to the District and its Architect all schedules, shop drawings, samples and other submissions as set forth in the Contract Documents. The District and its Architect shall take action within fourteen (14) days of receipt of the submittals, unless the critical path of the Contract is impacted in which case District and its Architect shall take such action as soon as possible. If District and its Architect are not able to take such action within the required time due to reasons beyond their control, they may take action within a reasonable period of time under the circumstances; however, they shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the Design-Builder immediately after such determination with an explanation as to why they cannot take action within the time required, what they are doing to expedite its response, when they expect to be able to issue a response, and what action, if any, should be taken by the Design-Builder in the meantime to mitigate delays and/or costs. The District and its Architect will have the authority to reject work and materials which do not conform to the Contract Documents, including the Bridging Documents. The approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the reasonable judgment of the District, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the District and its Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The District and its Architect will also recommend substitution of materials or equipment when, in their reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

The Design-Builder shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Contract.

The Design-Builder will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Design-Builder is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Contract site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Design-Builder nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Design-Builder shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon Completion of the Contract. Design-Builder shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required under the Contract Documents.

When construction is properly completed, Design-Builder shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

Notwithstanding any other provision of this Agreement, the Design-Builder will not be entitled to a change order or additional payment if the underlying issue was caused by a Wrongful Act or Omission. At its own expense, the Design-Builder shall perform all Work caused or necessitated by the Wrongful Act or Omissions. Design-Builder is responsible to ensure that the 100% complete design, and the finished Contract based on that design, comply with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Design-Builder has violated any of the above-referenced laws, or District, because of Design-Builder's Wrongful Acts or Omissions, has violated any of the above-referenced laws, Design-Builder shall remedy the violation at its own cost. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this paragraph due to Design-Builder's negligence, recklessness or willful misconduct.** In the event that the Design-Builder is or becomes aware of possible non-compliance with the foregoing standards, Design-Builder shall have a duty immediately to notify the District in writing of the possible non-compliance.

7. Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but

not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Design-Builder, whether supplied by District or by others, which are relied upon, altered or otherwise utilized by Design-Builder, Design-Builder shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Design-Builder under this Agreement.

D. Errors and Omissions Insurance.

Prior to the commencement of services under this Agreement, the Design-Builder shall furnish to the District satisfactory proof that the Design-Builder has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Design-Builder shall provide errors and omissions insurance on a claims-made basis.

Each of Design-Builder's professional sub-consultants (including consultants of Design-Builder) shall comply with this section, and Design-Builder shall include such provisions in its contracts with them.

Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Should any of the required insurance be provided under a claims-made form, Design-Builder shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the completion of construction (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Design-Builder's obligations to the District under any provision, including any duty to indemnify and defend the District.

Design-Builder shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Design-Builder shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

At the time of making application for any extension of time, Design-Builder shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

If the Design-Builder fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Design-Builder under this Agreement.

Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Design-Builder may be held responsible for the payment of damages resulting from the Design-Builder's operations.

Each of Design-Builder's consultants shall comply with this Article, and Design-Builder shall include such provisions in its contracts with them.

Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

E. Compliance with Laws.

Design-Builder shall be familiar with, and Design-Builder and Design-Builder's design shall comply with, all State and Federal laws and regulations applicable to the Contract or lawfully imposed upon the Contract by agencies having jurisdiction over the Contract, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

F. Ownership of Documents; Licensing of Intellectual Property.

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Contract (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Contract) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Contract (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Contract) under Education Code Section 17316.

The Design-Builder will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Design-Builder's files for a period of no less than fifteen (15) years. Design-Builder shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement, not only as they relate or may relate to this Contract (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Contract) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Contract (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Contract) under Education Code Section 17316. The Design-Builder shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

The compensation for this Contract includes compensation not only for any use in connection with this Contract and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Contract, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Design-Builder and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Design-Builder and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

Design-Builder represents and warrants that Design-Builder has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Design-Builder or its consultants prepares or causes to be prepared under this Agreement. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this section due to Design-Builder's negligence,**

recklessness or willful misconduct. The Design-Builder makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Design-Builder and provided to Design-Builder by the District.

G. Indemnity Regarding Design.

Design-Builder Indemnification – To the fullest extent permitted by law, including California Civil Code section 2782.8, the Design-Builder shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees (“District Indemnitees”) against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Design-Builder, the Design-Builder's officers, employees, or consultants in performing or failing to perform any design work, services, or functions provided for, referred to, or in any way connected with any design work, services, or functions to be performed under this Agreement.

For purposes of this Section VI.G only, (a) “claims” means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations, and (b) the Design-Builder’s defense obligation shall include but not be limited to (i) provision of a full and complete defense of the District Indemnitees by an attorney chosen or approved by the District, and (ii) payment of the District’s attorneys’ fees, experts’ fees, and all other litigation costs incurred in the District’s defense (“Defense Costs”) within thirty (30) days of Design-Builder’s receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse Design-Builder for the portion of the Defense Costs proportionate to the percentage of fault of parties other than the Design-Builder (“Other Parties”) for the amounts paid or owed to the third party by the District Indemnitees, but this duty of reimbursement shall only be owed by the District if there are specific findings in a settlement agreement, arbitration award, or verdict as to the Other Parties’ percentage of fault, and the Design-Builder’s percentage of fault, for those amounts paid or owed to the third party.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Design-Builder shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act

as a limitation upon the amount of the indemnification to be provided by the Design-Builder.

District Indemnification for Use of Third Party Materials – The District shall defend, indemnify, and hold harmless the Design-Builder and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Design-Builder's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Design-Builder shall be entitled to such indemnification only if each of the following conditions are met: (a) Design-Builder actually re-draws or completes such other designs or contract documents; (b) Design-Builder complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Design-Builder with the previously prepared documents or materials; and (d) District expressly requests that the Design-Builder utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE VII. TERMINATION. The Owner or Design-Builder may terminate the Contract as provided in the General Conditions.

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

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

The Design-Builder and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner at least monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE IX. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Design-Builder or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Design-Builder and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Design-Builder shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Design-Builder or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE X. APPRENTICES. The Design-Builder agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and

subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Design-Builder for all apprenticeable occupations.

ARTICLE XI. SKILLED AND TRAINED WORKFORCE.

The Design-Builder and its subcontractors at every tier shall comply with Education Code section 17250.25 and Public Contract Code sections 2600-2602, which require the Design-Builder and its subcontractors at every tier to employ a skilled and trained workforce, as defined herein, to perform all Work that falls within an apprenticeable occupation in the building and construction trades.

For the purpose of this Article, the following definitions apply:

- A. "Apprenticeable occupation" means an occupation for which the Division of Apprenticeship Standards of the DIR had approved an apprenticeship program before January 1, 2014.
- B. "Graduate of an apprenticeship program" means either (a) an individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the DIR pursuant to Section 3075 of the Labor Code, or (b) an individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to apprenticeship regulations adopted by the federal Secretary of Labor. (See Public Contract Code §2601(c).)
- C. "Skilled and trained workforce" means that all of the workers are either apprentices registered in an apprenticeship program approved by the DIR, or skilled journeypersons, with at least 40 percent of the skilled journeypersons employed on the Contract in an apprenticeable occupation by Contractor or any of its subcontractors at every tier being graduates of an apprenticeship program for the applicable occupation. The 40 percent requirement will increase over time, but does not apply to certain occupations (see Public Contract Code §2601(d)(2) (B)-(D)). The percentage requirement may be partially met in some apprenticeable occupations by skilled journeypersons who commenced working before an apprenticeship program existed (see Public Contract Code §2601(d)(3)),

may be met by the hours performed by the skilled journeypersons (see details in Public Contract Code §2601(d)(4)), need not be met if less than ten (10) hours of work were performed (see details in Public Contract Code §2601(d)(5)), and need not be met by some subcontractors (see Public Contract Code §2601(d)(6)).

- D. “Skilled journeyperson” means any of the following: (i) a person who has graduated from an apprenticeship program for the applicable occupation that was approved by the DIR, (ii) a person who has graduated from an apprenticeship program for the applicable occupation that was located outside of California and approved for federal purposes in accordance with regulations adopted by the federal Secretary of Labor, or (iii) a person who has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program approved by the DIR.

For each calendar month during the Work, Design-Builder shall provide a compliance report to the Owner for each contractor or subcontractor before the fifth day of each month, using the format attached hereto as *Exhibit A*, or in a substantially similar format, demonstrating compliance with this Article, *except that* a compliance report is not required for any occupation exempted under Public Contract Code §2601(d)(2)(B)-(D). Such monthly compliance reports shall be subject to the California Public Records Act (commencing with Government Code section 6250), and shall be open to public inspection.

If Design-Builder fails to comply with this Article then Owner, at its sole discretion, may terminate the Agreement pursuant to Article 14 of the General Conditions, in addition to any other rights or remedies provided to Owner in the Contract Documents. Notwithstanding any other provision of the Agreement or the General Conditions, (a) if Design-Builder fails to provide any required monthly compliance report pursuant to this Article on or before the fifth day of the following month, or provides an incomplete report, Owner shall withhold further payments to Design-Builder that would otherwise be due and payable under the terms of this Agreement, until Design-Builder provides a complete report (see Public Contract Code §2602(b)); and (b) if a monthly report does not demonstrate compliance with these skilled and trained workforce requirements, Owner shall withhold further payments to Design-Builder that would otherwise be due and payable under the terms of this Agreement, until Design-Builder provides a plan to achieve substantial compliance with these requirements for the relevant apprenticeable occupation prior to completion of the Contract (see Public Contract Code §2602(c)).

ARTICLE XII. {Not Used}

ARTICLE XIII. INDEMNIFICATION AND INSURANCE. The Design-Builder will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the Contract Documents, including the General Conditions.

By this statement the Design-Builder represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Design-Builder shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Design-Builder shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$5,000,000 per occurrence, \$10,000,000 aggregate for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XIV. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Design-Builder, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XV. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XVI. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XVII. BINDING EFFECT. Design-Builder, by execution of this Agreement, acknowledges that Design-Builder has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Design-Builder and the Owner and their respective successors and assigns.

ARTICLE XVIII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Mateo, subject to transfer of venue under applicable State law, provided

that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XIX. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XX. ASSIGNMENT OF CONTRACT. The Design-Builder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XXI. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

DESIGN-BUILDER:

OWNER:

C. Overan & Co
a California corporation

**Jefferson Elementary
School District**

BY: [Signature]
TITLE: President, Vice President, or Chairman

BY: _____
TITLE: Superintendent

BY: [Signature]
TITLE: Secretary, Assistant Secretary, CFO,
or Assistant Treasurer

#C-22312
CALIFORNIA ARCHITECT LICENSE NO.
3/31/2021
LICENSE EXPIRATION DATE

106793
CALIFORNIA CONTRACTOR'S LICENSE NO.
5/31/2021
LICENSE EXPIRATION DATE

NOTE: Design-Builder must give the full business address of the Design-Builder and sign with Design-Builder's usual signature. Partnerships must furnish

the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A

SKILLED AND TRAINED WORKFORCE COMPLIANCE REPORT

(Education Code §17407.5 and Public Contract Code §§2600-2602)

Owner: Jefferson Elementary School District

Contract: Workforce Housing Contract
 M P Brown School
 Daly City, San Mateo County, California

The undersigned declares:

I am the _____ of _____, the "Contractor" on the Contract identified above. I hereby certify that during the month of _____, 20__, Contractor and its subcontractors employed a total of _____ workers on the Contract in the apprenticeable occupations designated under Public Contract Code sections 2600 et seq., and these workers performed a total of _____ hours of work within the apprenticeable occupations. I certify that all of these workers in the apprenticeable occupations are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Department of Industrial Relations (DIR), and that all of these hours performed in the apprenticeable occupations were performed by such skilled journeypersons and apprentices.

I. CONTRACTOR'S WORKFORCE

For the workers in the apprenticeable occupations employed by Contractor during the aforementioned month, I certify as follows *[check the applicable box]*:

A. Exemption

The Contractor's workers in the apprenticeable occupations performed fewer than ten (10) hours of work on the Contract, and thus are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2).

B. Percentage Compliance by Number of Workers

[If Contractor meets or exceeds the required percentage of skilled journeypersons that are apprenticeship graduates (see Public Contract Code section 2601(d)(2)-(4)), fill out Paragraphs 1.1-1.4 and 2.1-2.4.]

1.0 Apprenticeable occupations of acoustical installer, bricklayer, carpenter, cement

mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher:

1.1. Number of Contractor's skilled journeypersons in these apprenticeable occupations = _____

1.2. Number of Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

1.3 For apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[may not exceed 15% of 1.1, above]*

1.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30% (see Public Contract Code §2601(d)(2)(A))]*

2.0 All apprenticeable occupations other than teamsters and those listed in 1.0 above:

2.1. Number of Contractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ *[this number may not exceed 30% of 2.1, above]*

2.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 2.2 and 2.3, and divide that sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]*

C. Percentage Compliance by Number of Hours

[If Contractor meets or exceeds the required percentage of hours performed by apprenticeship graduates (see Public Contract Code section 2601(d)(2)-(4)), fill out Paragraphs 1.1-1.4 and 2.1-2.4.]

1.0 Apprenticeable occupations of acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher:

1.1. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations = _____

1.2. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

1.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____
[may not exceed 15% of 1.1, above; see Public Contract Code §2601(d)(2)(A) and (d)(3)]

1.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 1.2 and 1.3, and divide that sum by 1.1; the result must meet or exceed 30% (see Public Contract Code §2601(d)(2)(A))]*

2.0 All apprenticeable occupations other than teamsters and those listed in 1.0 above:

2.1. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of hours of work performed by Contractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____
[this number may not exceed 30% of 2.1, above; see Public Contract Code §2601(d)(2)(C), (d)(2)(D), and (d)(3)]

2.4. Contractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% *[add 2.2 and 2.3, and divide that sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]*

D. Failure of Contractor to Demonstrate Compliance

This Skilled and Trained Workforce Compliance Report does not demonstrate compliance with the graduate percentage requirement due to the failure of Contractor to (1) qualify for exemption under I.A, above, or (2) meet the percentage requirements under I.B or I.C, above.

The total value of the monthly billing for the Contractor is \$ _____. I have attached sufficient information to document to value of the monthly billing and understand that the District will withhold 150 percent of the aforementioned amount until a plan to achieve substantial compliance is approved by the District consistent with Public Contract Code section 2602(c).

II. SUBCONTRACTORS' WORKFORCES

I certify that each subcontractor of every tier who performed work during the aforementioned month has provided to Contractor a Skilled and Trained Workforce Compliance Report that is signed under the penalty of perjury, and that provides sufficient detail to allow Contractor to fully and accurately prepare Section II of this form. I certify that Contractor will retain these forms and will provide copies of them to Owner within seven (7) days of Owner's written request. Following review of all of the subcontractors' Skilled and Trained Workforce Compliance Reports, I also certify as follows [*check applicable box(es)*]:

A. Exemption from Percentage Compliance (PCC §2601(d)(5) and (6))

The following subcontractors are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2) because they employed skilled journeypersons to perform fewer than ten (10) hours of work in the apprenticeable occupations on the Contract: _____ (___ hours), _____ (___ hours), _____ (___ hours), _____ (___ hours), and _____ (___ hours). [*insert names of the subcontractors on the Contract that are exempt for this reason, and the number of hours performed by skilled journeypersons for each one*]

The following subcontractors are exempt from the percentage compliance requirements of Public Contract Code section 2601(d)(2) because they were not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed 0.5% of the price of the prime contract: _____, _____, _____, and _____. [*insert names of the subcontractors on the Contract that are exempt for this reason*]

B. Percentage Compliance by Number of Workers

2.1. Number of hours of work performed by subcontractor's skilled journeypersons in these apprenticeable occupations = _____

2.2. Number of hours of work performed by subcontractor's skilled journeypersons in these apprenticeable occupations who are graduates of an apprenticeship program for the applicable occupation = _____

2.3 For any of these apprenticeable occupations where no apprenticeship program had been approved by the Chief before January 1, 1995, the number of hours of work performed by subcontractor's skilled journeypersons who commenced working in these apprenticeable occupations before the Chief's approval of an apprenticeship program for each occupation in the county of this Project = _____ [this number may not exceed 30% of 2.1, above; see Public Contract Code §2601(d)(2)(C), (d)(2)(D), and (d)(3)]

2.4. Subcontractor's apprenticeship graduation percentage for these apprenticeable occupations = _____% [add 2.2 and 2.3, and divide that sum by 2.1; this percentage must be at least 60% (see Public Contract Code §2601(d)(2)(D))]

D. Failure of a Subcontractor to Demonstrate Compliance

This Skilled and Trained Workforce Compliance Report does not demonstrate compliance with the graduate percentage requirement due to the failure of the following subcontractor(s) to qualify for exemption under II.A, above, or meet the percentage requirements under II.B or II.C, above: _____, _____, _____, _____, and _____. [insert names of subcontractors]

The total value of the monthly billing for the subcontractor(s) listed in the previous paragraph is \$ _____. I have attached sufficient information to document to value of the monthly billing and understand that the District will withhold 150 percent of the aforementioned amount until a plan to achieve substantial compliance is approved by the District consistent with Public Contract Code section 2602(c).

I certify that each subcontractor listed above will be substituted off the Contract pursuant to Public Contract Code section 4100 *et seq.*, unless it provides a plan to achieve compliance consistent with Public Contract Code section 2602(c)(1).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__ at _____ [city], California.

Name

EXHIBIT B

**SUBCONTRACTORS DESIGNATED IN PROPOSAL
[Education Code §17250.35(a)]**

[ATTACHED BEHIND THIS COVER PAGE]

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code §4104]

Each proposing design-build (“DB”) entity shall set forth below the name and the location of the place of business of each subcontractor, the portion of the Work which will be performed by each subcontractor, and the California contractor license number and DIR registration of each subcontractor, who will perform the following types of work or labor, or render the following types of service, to the proposing DB entity in or about the construction of the Work or improvement:

Identify subcontractors pursuant to Education Code section 17250.35(a)

If the proposing DB entity fails to specify a type of subcontractor listed above, the proposal shall be deemed nonresponsive.

After award of the DB Contract, other subcontractors may be selected by the DB entity for the Work as provided by Education Code section 17250.35(b) (see attached Exhibit H).

An inadvertent error in listing a California contractor’s license number shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing DB entity submits the corrected contractor’s license number to the District within 24 hours after the deadline for submittal of the proposal, or any continuation thereof, so long as the corrected contractor’s license number corresponds to the submitted name and location for that subcontractor.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For any proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that either the subcontractor is registered prior to the proposal opening; the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the proposal opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner’s consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal.

NOTE: *Reproduce the next page of this form if needed for additional listings.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR Registration Number
Architectural	Artik 408-224-9890	San Jose, CA	N/A	N/A
Structural	Peoples Associates Structural Engineers 408-957-9220	San Jose, CA	N/A	N/A
Civil	Siegfried Engineering 209-943-2021	Stockton, CA	N/A	1000016707
Electrical/Low Voltage	Bowers 925-465-5670	Walnut Creek, CA	986534	1000011260
HVAC	Bay City Mechanical 510-233-7000	Richmond, CA	645126	1000007529
Plumbing	Cal Pacific 415-252-8600	Brisbane, CA	924244	1000004768
Fire Protection onsite	Marquce Fire Protection 925-691-0744	Sacramento, CA	570970	1000000041
Fire Protection offsite	Delta Fire Systems 208-461-9391	Meridian, ID	N/A	N/A
Modular Manufacturer	Guerdon Modular Buildings 208-345-5100	Boise, ID	N/A	N/A
Roofing	Pruden Roofing	Stockton, CA	795752	1000398371
Stucco	Robert Boeger Plastering, Inc.	West Sacramento, CA	319451	1000613069

I am the authorized representative of the proposer submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/30, 2020, at Richmond [city], CA [state].

Signature: 

Print Name: Mike Conrad

Title: Project Director