

AGREEMENT

THIS AGREEMENT is entered into by and between the **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District hereinafter "District" and **STRAIGHT LINE GENERAL CONTRACTORS, Inc.**, "Contractor."

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services, and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement solicited under RFQ/P No. CC25-0800-50-00-00 for:

SOLAR POWER GENERATION SYSTEMS AT 3 SITES (GROUP F)

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architects tBP Architecture and other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Term.** The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.

3. **Compensation.** Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Pricing Proposal, for the following items:

Item 1 Carson Elementary School:	<u>\$2,478,538.58</u>
Allowances:	<u>\$360,000.00</u>
Total Contract Price:	<u>\$2,838,538.58</u>

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. **Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Substantial Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
5. **Termination.** This Agreement may be terminated by the District upon seven (7) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract.
6. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Pricing Proposal (Attachment 1 to Exhibit A)	Agreement (Exhibit A)
Non-Collusion Declaration (Attachment 2)	General Conditions (Exhibit B)
Drug-Free Workplace Certification (Attachment 3)	Supplementary Conditions, including Negotiated Changes and Clarifications to Contract (Exhibit C)
Electronic Signature Acknowledgement Agreement (Attachment 4)	Specifications, Plans, and Appendices (Exhibit D)
Subcontractors List – For Informational Purposes (Attachment 5)	Technical Proposal (Exhibit E)
DVB Bidder Declaration (Attachment 6)	Construction Schedules (Exhibit F)
PSA Letter of Assent (Attachment 7)	Labor and Material Payment Bond

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Guarantee (Attachment 8)
 Contractor Certification Regarding Background
 Checks (Attachment 9)
 List of Employees (Attachment 10)
 Roofing Certification (If applicable) (Attachment
 11)

Performance Bond
 Addenda Nos. 1, 2

7. **Electronic Signature.** Contractor/Consultant consents to conducting transactions for this Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District. Contractor/Consultant agrees that designated persons will sign an electronic signature acknowledgment and agreement attached and incorporated by reference on Attachment 4 PS (Initials).
8. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

STRAIGHT LINE GENERAL CONTRACTORS, INC. SAN DIEGO UNIFIED SCHOOL DISTRICT

DocuSigned by:
 By: David Williams
 (Signature of Company Officer)
 David A. Williams

By: _____

Title: President

Title: _____

Date: March 6, 2025

Date: _____

Contractor Name: Straight Line General Contractors, Inc.

Address: 4747 Oceanside Blvd Suite C

City, State, Zip: Oceanside, CA 92056

Telephone: 760 630-7112

Email: dave@slgcinc.net

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of
 Education of the San Diego Unified School District
 on Date: _____

Sandra T.M. Chong, Asst. General Counsel II
 San Diego Unified School District

Marty Stultz, Director of Board Service
 Board of Education

APPROVED AS TO CONTENT

Gary Stanford, Director Project Management
 San Diego Unified School District

Initial
SR

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RFQ/P NO. CC25-0800-50-00-00**EXHIBIT C****1. INDEMNITY**

- A. Unless arising solely out of the active negligence, gross negligence or willful misconduct of the Indemnified Parties, the Contractor shall indemnify, defend and hold harmless (i) the District, its Board of Education members, officers, employees, agents and representatives (including the District's Project Inspector, Construction Manager and Project Manager); (hereinafter collectively referred to as the "Indemnified Parties") from and against any and all damages, losses, claims, demands or liabilities of any kind or nature whatsoever, which arise from, or are alleged to arise from, or are in any way connected to, in whole or in part, the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any Subcontractor or any person or entity engaged by them in connection with the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop payment notice Claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of the Contractor, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees, and (vi) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of the Contractor, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. Contractor's obligations hereunder shall include the obligation to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims asserted, or liability established, for damages or injuries to any person or property which may arise from, or are connected with, or are caused, or claimed to be caused, by the contractor's failure to comply with all of the requirements contained in Education Code, section 45125.1, including, but not limited to, the requirement prohibiting the contractor from using employees who may have contact with pupils who have been convicted of, or have charges pending for, a felony as defined in Education Code 45125.1.
- B. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.
- C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

2. INSURANCE**A. Contractor's Insurance**

Contractor shall procure and maintain for the duration of the contract and warranty period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors.

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B. Minimum Scope of Insurance

1. Coverage shall be at least as broad as:
 - a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.
 - b. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
 - c. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
 - d. Surety bonds as described below.
 - e. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability (if project involves potential pollution issues)

C. Minimum Limits of Insurance

1. General Liability: (Including operations, products and completed operations)
 - a. **\$2,000,000** per occurrence (if construction estimate is under five million dollars) or **\$3,000,000** per occurrence (if construction estimate is equal to or over five million dollars) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice the required occurrence limit.**
2. Automobile Liability:
 - a. **\$1,000,000** per accident (if construction estimate is under five million dollars) or **\$2,000,000** per accident (if construction estimate is equal to or over five million dollars) for bodily injury and property damage.
3. Workers Compensation Insurance
 - a. As required by the State of California.
4. Employers Liability Insurance
 - a. **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.
5. Property Installation Floater
 - a. **50%** of the Contract Price

D. Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions shall not be for more than \$100,000 and must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee in the form of a bond satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall be solely and exclusively responsible for the payment of any deductibles, under the required policies of insurance, without adjustment to the Contract Price on account thereof.

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E. Other Insurance Provisions

1. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The District, its officers, officials, employees, and volunteers are to be covered as insureds ("additional insureds") with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance in respect to the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been provided to the District.

F. Property Installation Floater in lieu of Builder's Risk Insurance

1. Contractor will purchase and maintain Property Installation Floater for 50% of the Contract Price. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the District's site. The Property Installation Floater coverage ceases upon completion of the Work, or portions of the Work, at the Project Site as documented by a Certificate of Substantial Completion from the District. However, a grace period of thirty (30) days of additional coverage (punch period) will be expended should Contractor be required to return to perform. Work on Site directly and solely related to the completion of the Contract.

G. Claims Made/Pollution Legal Liability

1. If General Liability, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form.
 - a. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum for five (5) years after completion of contract work.
 - d. A copy of the claims reporting requirements must be submitted to the District for review.
 - e. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall

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contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

H. Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District, and authorized to do business in the State of California. Exception may be made for the State Compensation Insurance Fund when not specifically rated. Coverage provided by non-admitted surplus lines carriers may be accepted provided the insurers are included in the current California LASLI list and otherwise meet rating requirements.

I. Verification of Coverage

1. Contractor shall furnish the District with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Contractor's insurer shall provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

J. Waiver of Subrogation

1. Contractor hereby agrees to waive subrogation rights which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

K. Subcontractors

1. Contractor shall require and verify that all listed subcontractors maintain insurance meeting all the requirements stated herein.

L. Maintenance of Insurance

1. Any insurance, including Claims made policies bearing on the adequacy of performance of Work, shall be maintained after the District's Final Acceptance of all the Work, or from the date of Substantial Completion as provided in Article 15.2.2 of the General Conditions, for the full two years correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's defense and indemnity obligations or responsibility for payment of damages from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay liquidated damages. In no instance shall the District's exercise of its option to occupy and use completed

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portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

M. Surety Bonds

1. All surety bonds shall be duly executed by a responsible corporate surety with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to the District, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. Exception may be made for the State Compensation Insurance Fund when not specifically rated. Coverage provided by non-admitted surplus lines carriers may be accepted provided the insurers are included in the current California LASLI list and otherwise meet rating requirements.
 - a. A Bid Bond, certified or cashier's check for ten percent (10%) of the Bidder's offer, to be included with submitted bid documents at time of bid.
 - b. A Performance Bond for one hundred percent (100%) of the Contract Price. Said Performance Bond shall be on the form provided in the bid documents herein.
 - c. A Labor and Material Payment Bond for one hundred percent (100%) of the Contract Price. Said Payment Bond shall be on the form provided in the bid documents herein.
2. The failure or refusal of the Contractor to furnish either the Performance or the Labor and Material Payment Bond in strict conformity with this Article may be deemed by the District as a default by the Contractor of a material obligation hereunder.

3. DISTRICT REPRESENTATIVE

The District Representative for all work will be the Construction Manager which will be assigned at a later date by the Construction Management department, 4860 Ruffner Street, San Diego, CA 92111-1522.

4. HAZARDOUS MATERIALS TRAINING

Prior to commencing work, the Contractor shall provide training for all applicable Contractor employees regarding all Hazardous Substances with which the Contractor's employees may encounter during the course of the contract. The District's Safety Coordinator shall provide the substance inventory, if any, to the Contractor, for the work area involved, prior to the Contractor's employees beginning work on District premises. Contractor shall provide the District's Representative with appropriate documentation evidencing that Contractor's employees have received the appropriate hazardous materials training and information.

5. EMPLOYEE FINGERPRINT VERIFICATION; BARRIERS; EMPLOYEE SURVEILLANCE

- A. At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of

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Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

- B. In accordance with General Conditions section 7.2 PROGRESS PAYMENTS, Contractor must submit an updated list (see Exhibit C of the General Conditions) of all Contractor's and his Subcontractor's employees with their DOJ fingerprinting status with their monthly payment application. Failure to include the list with their monthly payment application will be reason to reject the application and delay of payment until the payment application has been submitted as required and accepted by the District.
- C. At time of bid, if Contractor checks box 3) on the "Contractor Certification Regarding Background Checks" form stating he will execute the required Department of Justice application and send the required employees to be fingerprinted, Contractor must provide certification with his first payment application that the required employees were indeed fingerprinted. Failure to provide certification will result in delay of payment until such certification is provided to the project's Construction Manager.
- D. Contact www.oag.ca.gov to obtain an ORI number or more information from the Department of Justice regarding this requirement.

6. PROJECT STARTING AND COMPLETION DATES – CONTRACT TIME

Construction for the project shall start per Notice to Proceed (NTP), which is incorporated by reference into the contract, shall progress continuously, and be substantially completed no later than December 31, 2025.

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A standard work week is defined as Monday through Friday. A standard work day is defined as eight (8) hours worked between the hours of 7:00 a.m. and 7:00 p.m. during a standard work week, as defined in California Labor Code sections 1810 through 1815.

In order to minimize disruption to the teaching environment, the Contractor may be required, at the District's discretion, to have his employees work a modified work week. A modified work week is defined as any forty (40) hour week *other than a standard work week*.

If the Contractor is required to work a modified work week, the work will be performed at *straight time*. No overtime compensation will be authorized, or paid, by the District for a modified work week schedule. See section 17.5.2 of the General Conditions.

8. LOCATOR SERVICES

The Contractor is responsible for locating all existing utility lines on the work site prior to beginning work, and shall not rely on District provided drawings for their location. In addition, the Contractor is responsible for the procurement and payment of any and all locator services necessary to locate existing utility lines.

9. INVOICES / PAYMENT APPLICATIONS

Original invoices / payment applications shall be submitted to:

San Diego Unified School District
Physical Plant Operations Center
Attn: Catherine Bendixen
4860 Ruffner Street
San Diego, CA 92111-1522

Each invoice/progress payment request must reference the assigned bid/contract number, school name(s), project description, and name of District representative.

In the event that adjustments are made to the progress payment request, due to stop notices, Labor Compliance issues or backcharges, the Contractor must re-invoice for the amounts deducted.

Contractor must invoice for his retention at the end of the project in order for the release of retention funds to occur.

Pursuant to Labor Code §1773.3, District shall withhold final payment due to the Contractor until at least 30 days after all of the required information in paragraph (2) of subdivision (a) has been submitted, including, but not limited to, providing a complete list of all subcontractors.

10. POST AWARD CONTRACT ADMINISTRATION

All post award correspondence, including requests for subcontractor substitutions, preliminary notices and insurance renewals and updates shall be sent to:

San Diego Unified School District
Contracts Compliance Office
Attn: Linda Weekly, Senior Contract Specialist
4860 Ruffner Street
San Diego, CA 92111
PH: 858-637-6229

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Work shall be completed within the time specified in the Contract Schedule. Contractor agrees that if the Work is not completed within the Contract Schedule, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum for each site according to the following table per day for each and every calendar day of delay beyond the Substantial Completion Date listed for each site stated herein.

Site	Liquidated Damages per Day of Noncompletion
Carson Elementary School	\$245.70

Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith for each calendar day of delay until the work is completed and accepted, and the Contractor and his surety shall be liable for the amount thereof. Contractor shall not be charged liquidated damages because of any delays in completion of work due to force majeure, as defined at Article 16.5 of the General Conditions. The Contractor shall within 10 days from the beginning of any such delay (unless the District shall grant a further period of time prior to the date of final settlement of the contract) notify the District in writing of the causes of delay; thereupon the District shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties hereto. The additional time granted by the District for completing of the work shall specify the portion of the total thereof, which shall be applied to each segment of the construction schedule yet to be performed according to the terms and conditions of this contract, if any.

12. LIQUIDATED DAMAGES FOR DELAYED SUBMITTALS

The per diem assessment of Liquidated Damages for Contractor's delayed submission of Submittals pursuant to Article 8.1 of the General Conditions is **\$200** per day.

13. ENVIRONMENTAL SAFETY AND HEALTH REQUIREMENTS

Very specific requirements related to environmental, safety and health are outlined in General Conditions Article 12. These requirements include mandatory written programs and daily safety meetings, performance and job hazard analysis, minimum training requirements and minimum personal protection equipment required on the job. All bidders are advised to read Article 12 as compliance is mandatory.

14. NOTICES PURSUANT TO ARTICLE 18.9

Notices pursuant to Article 18.9 of the General Conditions should be addressed to:

Director of Construction
San Diego Unified School District
4860 Ruffner Street
San Diego, CA 92111

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The Contractor shall assume the risk of any and all types of loss and damage to the work or any part thereof, to adjoining property, or to materials or things employed in doing the work, or stored on site, until the District has accepted completion of the project. The District, however, will not assume the risk of any loss or damage to materials and things employed by the Contractor in doing the work. The Contractor with due diligence and dispatch, shall replace or repair, at his own expense the work lost or damaged.

16. CONTRACT DOCUMENTS

Pursuant to Article 2.1.5 in the General Conditions, the District shall furnish the Contractor, free of charge, 5 copies of the Drawings and Contract Documents upon award of the contract.

17. ADJUSTMENT TO CONTRACT PRICE

Pursuant to Article 10.4.3 of the General Conditions, the percentage limits allowed for cost mark-ups on overhead, general conditions costs, and profits associated with the change are listed on "Exhibit A" of the General Conditions which is an example of the form to be used for payment for any extra, additional, or allowances, contingencies or deleted work.

18. CONTRACTOR SITE CHECK-IN

Contractor's superintendent is required to check-in at the main office every day that a work crew is on site and classes are in session. A special sign-in sheet will be provided for this purpose.

19. EMPLOYEE IDENTIFICATION BADGES

All Contractor's and their subcontractor's employees who will be working on-site must wear an identification badge at all times. The badge must have a photo of the employee, their name, and the name of the company they work for on the front face, clearly and legibly displayed.

20. KEYS ISSUED FOR CONSTRUCTION

The Contractor may be issued school site master keys, including gate keys, only upon written authorization from the District. Specific terms of site access shall be requested in writing. The request shall be evaluated as to the need for access and the methods available to provide access without issuing keys. Keys shall be authorized only when no other reasonable means of access is available. The Contractor shall be required to sign the District's Master Key Responsibility Agreement form. This form authorizes the District to deduct funds, up to \$60,000, from available contract amounts, if keys are lost or misused. The cost of restoring security to the area(s) compromised by the theft, loss or misuse of keys may require re-keying for one or more buildings and costs could be extensive. The holder of the keys to any school site assumes responsibility for the safekeeping of the keys and their use. Keys must not be modified, duplicated, loaned or made available to others. All lost or stolen keys must be reported immediately through the appropriate District representative. All keys must be returned to the District Authorized Lock Shop Representative on or before the end of the defined 30-day punch list period following the achievement of Substantial Completion. Written confirmation from the District Authorized lock Shop Representative is required before Final payment is made by the District. The return of District issued keys are part of the Final Payment Article 7.4.2.(ix) General Conditions of the Contract obligations. The Contractor may be requested to post a bond or deposit as collateral until the keys are returned. Any Contract Time delay or additional Contract Price expense caused by or due to the theft, loss or misuse of District issued keys shall be to the account of the Contractor.

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On July 28, 2009, and as subsequently amended, the San Diego Unified School District's Board of Education approved a Project Stabilization Agreement (PSA), under which the work of this contract falls. The PSA includes, among other provisions: prohibitions on work stoppages or disruptive activity, a dispute resolution procedure, and goals for local hiring. The successful bidder, subcontractors and all others covered by the PSA, regardless of tier, are required to follow the terms and conditions of the PSA. Failure to follow the terms of the PSA shall be considered a breach of contract.

A copy of the Project Stabilization Agreement may be viewed and downloaded at www.sandi.net.

A. Prime Contractor Assent

A representative of the prime contractor with the authority to bind the prime contractor is required to sign the included Letter of Assent which evidences the prime contractor's agreement to be bound by the terms and conditions of the Project Stabilization Agreement for the duration of the work contained in this contract, and submit it to the District at time of bid opening. Should the prime contractor fail to include the signed Letter of Assent with his bid, his bid shall be rejected as non-responsive to the terms and conditions of the bid.

B. Subcontractor Assent and Initiation of Work

No covered subcontractor will be authorized to access the job site for the work contained in this contract until a representative with authority to bind the subcontractor has signed a Letter of Assent which evidences the subcontractor's agreement to be bound by the terms and conditions of the Project Stabilization Agreement (PSA) for the duration of the work contained in this contract. A copy of the PSA may be found at www.sandi.net. A Letter of Assent ready for signature by a subcontractor shall be delivered to the successful bidder under separate cover letter. Copies of the subcontractors Letter of Assent are also available at www.sandi.net and must be delivered to the District's Contract Compliance Office.

A Subcontractor shall submit its signed Letter of Assent at the earliest of the following: 1) at the mandatory Pre-Job Conference described in sections 8.5 and 16.1 of the Project Stabilization Agreement, 2) within 48 hours after the award of the work contained in this contract to the successful bidder, or 3) no later than 48 hours prior to the time the subcontractor desires to gain site access and commence work at the site. This access to the site includes initial mobilization of equipment and materials.

C. Jurisdiction Coordination Meeting

A Jurisdiction Coordination meeting shall be scheduled by the District to permit the awarded contractor, listed subcontractors, and applicable unions to determine all workforce coordination and jurisdictional issues prior to the start of work contained in this contract. The awarded contractor may cancel this meeting by providing written consent to cancellation by the San Diego Building and Construction Trades Council and the Southwestern Regional Council of Carpenters.

D. PSA Contractor Administration Costs

All costs associated with the administration of PSA requirements are included in the Contract Cost and are included in "Exhibit A" limits allowed for cost markups on Change Orders.

SUPPLEMENTARY CONDITIONS**CONTRACT NO. CC25-1008-50-00-00**
RFQ/P NO. CC25-0800-50-00-00**EXHIBIT C****22. NEGOTIATED CHANGES OR CLARIFICATIONS TO CONTRACT**

- A. Straight Line General Contractors, Inc. (Straight Line) will construct the solar canopies at canopy sites using the DSA approved Teichert PC set identified as 04-121993 PC approved on 7/26/2023.
- B. The District is responsible for working with its architects and consultants to obtain DSA approval for substituting the Nucor PC set with the Teichert PC set, and will bear all costs for the work of its staff, architects and consultants, and DSA fees to effect that substitution.
- C. Straight Line will provide complete PC sets appropriately marked up and edited for each site for use by the District and its architects and consultants for submittal to DSA.
- D. Straight Line will provide technical support, structural calculations, and consultation as needed to the District and its architects and consultants in a timely manner to provide bespoke engineering to supplement the Teichert PC set if necessary to obtain DSA approval for use of the Teichert PC set at one or more sites.
- E. In the event bespoke engineering is required by DSA to supplement the Teichert PC set, Straight Line will install the PV canopies and arrays without claim for entitlement to additional cost or time.
- F. Straight Line reviewed the geotechnical reports to identify any soil conditions or design values that may preclude the use of preapproved solutions in the Teichert PC including, although not limited to, downward skin friction, corrosive soil classification, concrete mixtures, chloride exposure, and SDS values, and will construct the solar PV canopies and arrays per plans, specs, boring logs and geotechnical reports provided.
- G. Straight Line will construct the solar PV arrays using Longi 40 PV modules.
- H. Straight Line has reviewed its proposed method of attaching the Longi 40 PV modules to the canopy and has considered whether it is already DSA approved. Straight Line will provide any additional tests, certifications, compliance letters, or engineering that may be needed to achieve DSA approval for the attachment of the PV modules. Straight Line will construct the solar PV canopies and arrays without any additional cost or time resulting from any changes related to the attachment of the PV modules to the canopy.
- I. At Carson ES, Straight Line General Contractors, Inc. (Straight Line) will construct a racking system similar to the racking system designed for Ericson Elementary School (a Unirac grid flex system). The District is responsible for working with its architects and consultants to obtain DSA approval for substituting the Beacon racking system with the Unirac grid flex system, and will bear all costs for the work of its staff, architects and consultants, and DSA fees to effect that substitution.
- J. Straight Line General Contractors, Inc. understands that a standard 8-hour day is between the hours of 7:00 AM & 7:00 PM and there may be a need to work alternate hours to minimize disruption to school hours and this would not entitle a change order even if the District requests Straight Line to work a 2nd shift.
- K. The completion date is modified to December 31, 2025, and Straight Line understands there is no entitlement to a change order or compensation for overhead if the project is delayed less than 30 days past the completion date.