



Ad Hoc Committee Agenda Item #:	II.A.
Date:	July 18, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ <b>MPS</b> ”) Ad Hoc Committee (the “ <b>Committee</b> ”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MSA7 – Restroom Renovation Capital Improvement Project Financed by CSFIG Funds

## I. Proposed Recommendation(s)

Staff recommends and moves that the Ad Hoc Committee approve a the expenditure of CSFIG funds to add up to one (1) new staff restrooms, renovate an existing staff restroom, and renovate the remaining student restrooms at Magnolia Science Academy 7 Northridge (the “**Project**”) at a cost of approximately **\$96,412** and that Parker Brown, Inc. (License #689613) or such other contractor as Staff may be deem qualified and able to complete the Project under the budget and time constraints for the Project.

## II. Background

At the June 13, 2019 meeting of the Facilities Committee, Staff requested and received approval from the Facilities Committee to award the contract for the Project to TNL Construction, Inc. Subsequent to such approval, TNL notified Staff that they would not undertake the Project after all. Staff has been working to identify a contractor to undertake the Project and complete it before the deadline identified below. Staff believes that Parker Brown, Inc. is prepared to undertake the Project. However, in the event Parker Brown, Inc. should back out Staff wants the authority to hire another contractor, if one can be found, to complete the Project according to the budget and deadline constraints stated herein.

### A. CSFIG Funds Remaining

MSA7 is the recipient of a Charter School Facility Incentive Grant (“**CSFIG**”). The total CSFIG is **\$414,975**. It previously spent a portion of its grant, approximately **\$148,562.90**, to repair the pavement at its facilities. MSA7 would now like to spend a portion of its remaining grant on the Project. After approval of the playground surfacing replacement at a cost of approximately **\$170,000**, approximately **\$96,412.00** remains to complete the restroom capital improvement project. MPS Staff has discussed the restroom capital improvement project with the vendor referenced under subsection B below and such vendor will do as much of the restroom capital improvement project as possible within the revised budget. **All CSFIG projects must**



**be completed by August 31, 2019 in order to receive funding. Therefore, time is of the essence in selecting a contractor to complete this capital improvement project.**

## **B. Procurement Process and Recommended Vendor**

Multiple RFPs have been issued for the Project since mid-2018. The first one was issued and published on or about May 2, 2018. The most recent one was issued and published on or about March 5, 2019. The March 5<sup>th</sup> RFP is attached as Exhibit A. Very few expressions of interest have been received. The RFPs have been issued to contractors referred to Staff by other general contractors with whom we have worked. When no expressions of interest were received, Staff referred to the list of contractors registered with the Department of Industrial Relations and issued the RFP to multiple contractors on said list. See Exhibit B for a partial list of such contractors. Finally, Staff published the RFP on a website called "Buildzoom". The contractor previously approved, TNL Construction, Inc. was identified through Buildzoom. Parker Brown, Inc. was one of the contractors solicited through the Department of Industrial Relations database of contractors. Information regarding Parker Brown is attached as Exhibit C.

Parker Brown, Inc. performed a site walk of MSA-7 and recommended certain adjustments to the scope of work to stay within budget and meet the deadline and stay within budget. Specifically, they concluded that bringing the boys' and girls' restrooms up to full ADA<sup>1</sup> compliance would require an extensive plan check process with the Los Angeles Department of Building and Safety and would require more money than is available under the CSFIG funds. Therefore, instead, the restrooms will be improved with new fixtures, partitions, a fresh coat of paint, new ceiling tiles, and such other modernization/beautification efforts as would not trigger a full ADA upgrade.

A draft copy of the proposed contract with Parker Brown, Inc. is attached as Exhibit D. Staff will negotiate the final form of the contract to conform to the requirements of the CSFIG program.

## **C. State and Federal Law Compliance**

MPS will either hire someone familiar with labor compliance / prevailing wage requirements and/or engage a third-party vendor that specializes in labor compliance / prevailing wage requirements to ensure that all requirements are met.

## **III. Budget Impacts**

The Project will be paid for with CSFIG funds. CSFIG funds must be spent on or before August 31, 2019.

\*\*\* Budget implications have been reviewed and approved by the CFO

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<sup>1</sup> ADA = Americans with Disabilities Act



Exhibits (attachments):

- A. RFP
- B. Partial List of DIR Registered Contractors
- C. Parker Brown, Inc. Company Information
- D. Form of Contract



Exhibit A

RFP

(see following pages)



# MAGNOLIA PUBLIC SCHOOLS

Request for Proposal to Provide  
Restroom Repair, Improvement and Installation  
Services for  
Magnolia Science Academy 7  
located at 18355 Roscoe Boulevard in the City of  
Northridge

Due Date:

**March 15, 2019**

## I. Overview & Background

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools (“MPS”) and headquartered in Los Angeles is a charter school management organization that operates Magnolia Science Academy 7 (“MSA 7”). MPS is seeking a contractor to design, permit and construct certain restroom improvements (as more particularly described herein) to its MSA 7’s campus.

MPS expects to pay for the Services described in this RFP with a federal grant administered by the California School Finance Authority—the Charter School Facility Incentive Grant. **Therefore, all work must be prevailing wage.**

MPS is a network of 10 high-performing public charter schools that serves students in Los Angeles, Orange, and San Diego Counties. For more than a decade, MPS has delivered high quality education emphasizing science, technology, engineering and math. MPS is regularly recognized as having some of the top-performing-schools in the nation.

## II. Scope of Services to be Provided

MSA-7, the subject of this Request for Proposal (“RFP”), is located at 18355 Roscoe Boulevard in the City of Northridge. See Exhibit A for location of the School which rents space at the location from a church.

The scope of services covered by this Request for Proposal shall include the following:

- Determine the feasibility and constructability of the desired restroom improvements.
- Design and submit drawings for permits, if needed, to LADBS
- Construct the improvements. The location of the existing restrooms (both staff and student and office) to be converted to ADA compliant restrooms are highlighted in Exhibit B. The Services are as follows:
  - Convert an existing bank of boys and girls restrooms to ADA compliant restrooms
  - Convert an existing office into an ADA compliant staff restroom
  - Upgrade an existing staff restroom to be ADA compliant
  - Upgrade a current inaccessible restroom to allow for staff accessibility
- Upgrading an existing water heater is part of the scope of work.

The MPS Board of Directors, upon recommendation by MPS management, will approve the selected firm (the “Provider”) to provide the Services. Further, the Services will be provided under a contract approved by the MPS Board of Directors.

MPS will be responsible for the following tasks in order to facilitate the provision of the Services by the Provider.

- Arrange access to the School site.
- Provide any plans that exist.

- Provide such other support as shall be necessary to facilitate the completion of the Services according to the desired completion date cited herein.

### III. Timetable for Selecting a Provider

The proposed timetable for selecting a Provider to provide the requested Services is as follows:

Date	Description
Wednesday, March 6, 2019	Issue RFP
TBD on a case by case basis – Week of March 11th	MSA7 Site Visits for Interested Vendors
Friday, March 15, 2019	Proposal Responses Due
Tuesday, March 19, 2019	Selection of Service Provider
Monday, April 15, 2019	Commencement of Services
Friday, April 19, 2019	Completion of Services

MPS understands that the commencement and duration of the work will be impacted by any permitting and inspections required by the City of Los Angeles Department of Building and Safety.

***If it is not feasible to complete the work as described above (during the spring break), the Work may be done over the summer of 2019, commencing June 10, 2019 but must be completed by not later than July 31, 2019.***

### IV. Questions and Submission

All questions regarding this RFP should be directed to the following person, preferably by e-mail, as shown below.

Mr. Patrick Ontiveros  
 General Counsel and Director of Facilities  
 Magnolia Public Schools  
 250 East 1st Street, Suite 1500 Los Angeles, CA 90012  
[pontiveros@magnoliapublicschools.org](mailto:pontiveros@magnoliapublicschools.org)  
 Office: (213) 628-3634 x103  
 Mobile: (323) 490-0701

All proposals are due ***no later than 5:00 p.m. on Friday, March 15, 2019*** and may be delivered either by email or in hard copy form to the person indicated above.

## V. Proposal Format

Proposals may not exceed 10 pages including any exhibits. Proposals are to include the following content:

### **A. Vendor Qualifications and Experience.**

- (1) State the name, size of you firm, the size of the staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement. If you are sole proprietor, please state this fact.
- (2) Provide a summary of the firm's experiences over the past five (5) years in providing directly relevant services.
- (3) Disclose relationships that have been terminated and the circumstances around such terminations.
- (4) Describe your experience with prevailing wage jobs and ability to meet the applicable rules and regulations governing prevailing wage jobs.

### **B. Qualifications and Experience of Key Personnel.**

- (1) Contractor's license and in good standing.
- (2) Identify the person that will be principally responsible for working with MPS and leading this engagement.

**C. References.** Provide three (3) references of clients for whom you have provided a similar scope of services over the past three (3) years. Please include full name, position, telephone number and email address and a description of the engagement.

**D. Insurance Requirements.** MPS will require that the Provider possess certificates of insurance evidencing required coverage and the minimums as indicated below. MPS will require that Provider procure and maintain for the duration of its engagement with MPS insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by the Provider, its agents, representatives or employees. It is required that broad coverage include the following:

- (1) Commercial General Liability on an occurrence basis for bodily injury and property damage including products completed operations, personal injury and advertising;
- (2) Automobile Liability for bodily injury and property damage;
- (3) Workers Compensation Insurance as required by the State of California with Statutory Limits, and Employer's Liability;



- (4) And, such other insurance as MPS may reasonably require.
- (5) Given the foregoing requirements, please provide a statement as to the willingness and ability of your firm to provide the required minimums.

**E. Conflicts of Interest.** Please disclose each of the following:

- (1) Any violations of federal, state or local regulations/laws within the past three (3) years regardless of how resolved;
- (2) All threatened, pending or current disputes (including litigations) and the status of said disputes;
- (3) Arrangements with other firms that may pose a potential conflict of interest to the MPS engagement; any arrangements that are likely to be made in order to deliver upon the MPS engagement; and
- (4) If none of the above apply, provide a statement to that effect.

**F. Cost Proposal.** Please present a cost proposal based on the scope of the Services identified in this RFP and the site walk. Proposals should include all standard costs associated with providing the services described in the Scope of Work.

- (1) Proposals may include a compensation that includes the hourly rate for each individual who would be assigned to MPS, and a cost by category for all major activities.
- (2) Be clear as to any services that might be typically provided with an engagement such as the one outlined in this RFP and which may fall outside your cost proposal. If there are none, ensure that you make a statement to that effect.
- (3) Please provide an estimated overall cost for the Services based on the information provided in this RFP and the site-walk including taking into account the desired completion timeframe and the prevailing wage requirements set forth herein.
- (4) Provide a description of the warranty provided.

**G. Form of Agreement.** The successful responder will agree to enter into an agreement substantially similar to AIA Document A104™–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor or another mutually agreeable contract form. Any objections to this form of agreement should be indicated in your response and an alternative agreement should be proposed.

**H. Site Visit.** MPS expects that interested contractors will visit the site on the date set forth above to understand and define the exact scope of work.

**VI. Evaluation of Proposals and Negotiations.**

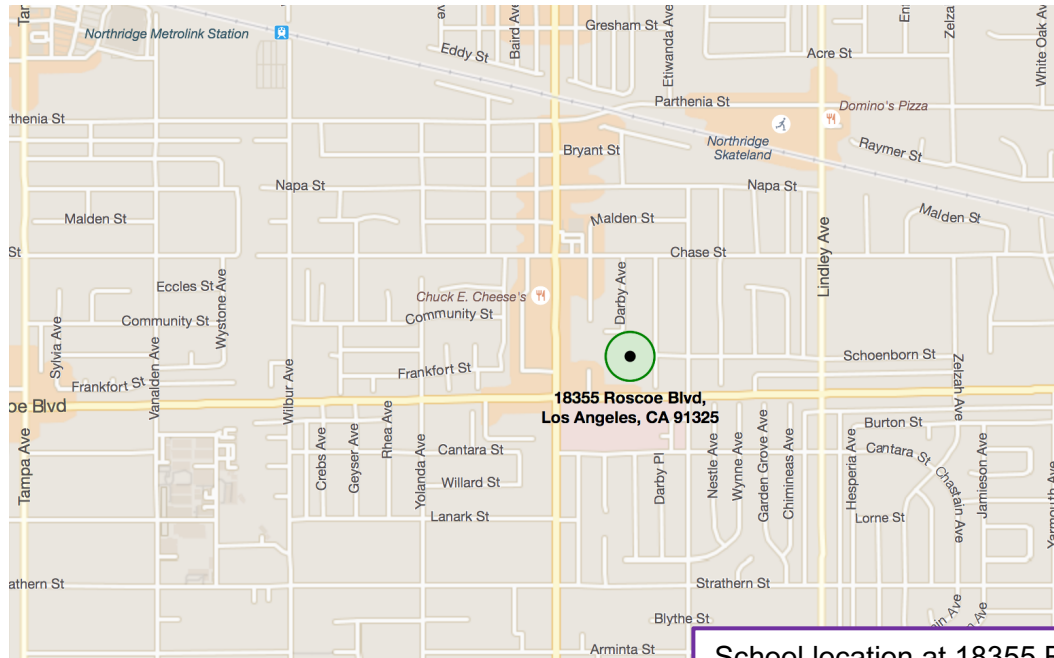
Overall responsiveness made within the response to this RFP are important factors in the overall evaluation process. MPS will select a firm that has the highest suitability for the work with MPS and the ability to meet the stated deadline for completion with a competitive price point.

**VII. Award.**

MPS reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Further, MPS reserves the right to modify or issue amendments to this RFP and to cancel or reissue this RFP at any time.

*End of Request for Proposal*

EXHIBIT A  
MAP OF SCHOOL LOCATION



School location at 18355 Roscoe Blvd

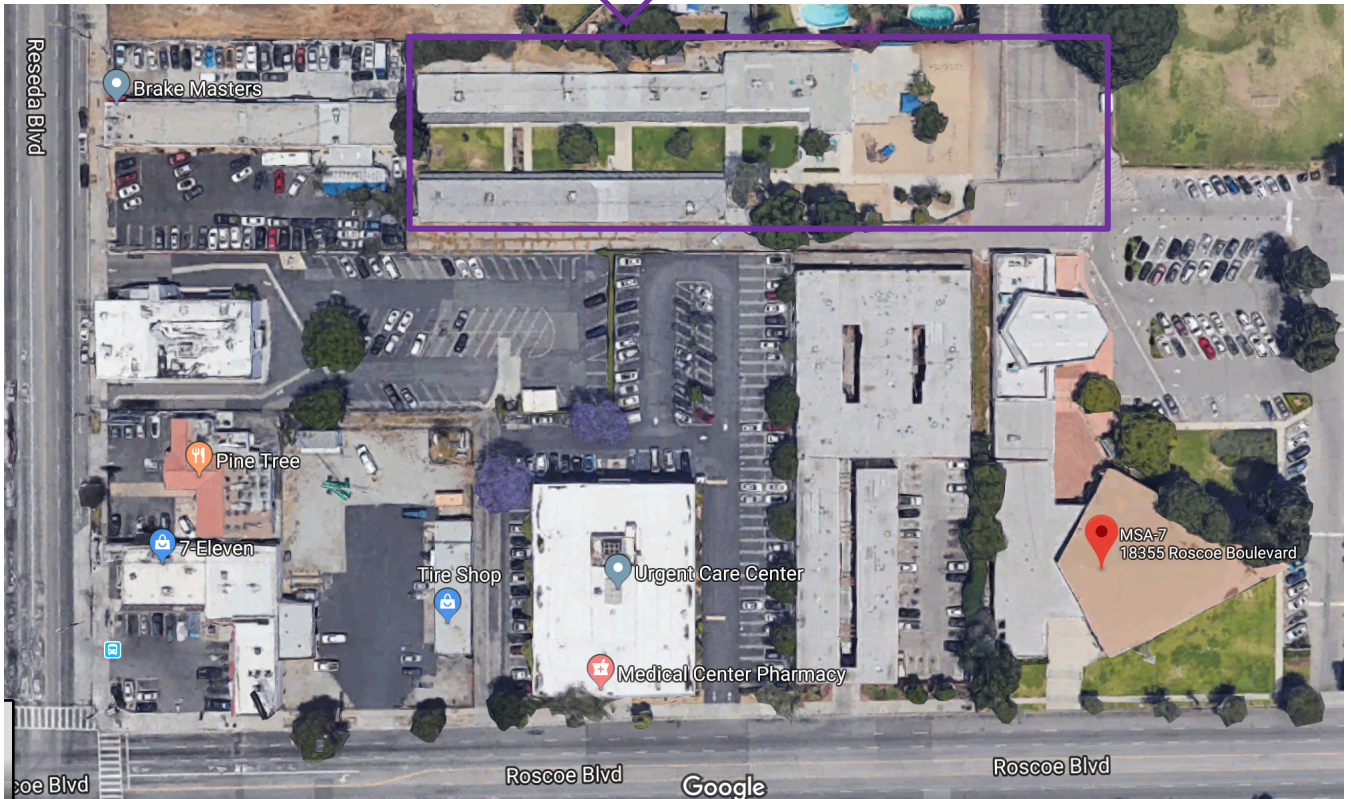








Exhibit B

Contractors Registered with DIR

(see following pages)

## Contractor Information

**Legal Entity Name**

IMPERIAL T&amp;S PLUMBING, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000039048

**Registration effective date**

6/30/2019

**Registration expiration date**

6/29/2020

**Mailing Address**

22543 VENTURA BLVD SUITE 226 woodland hills 91364 ...

**Physical Address**

22543 VENTURA BLVD SUITE 226 woodland hills 91364 ...

**Email Address****Trade Name/DBA**

IMPERIAL T&amp;S PLUMBING, INC.

**License Number(s)**

CSLB:989412

## Registration History

Effective Date	Expiration Date
5/30/2018	6/29/2019
5/29/2017	6/29/2018
6/27/2016	6/29/2017
6/14/2016	6/29/2016
6/30/2019	6/29/2020

## Legal Entity Information

**Corporation Number:**

C3578627

**Federal Employment Identification Number:****President Name:**

TIBOR VINCZE

**Vice President Name:****Treasurer Name:**

STEFAN CARUTASU

**Secretary Name:****CEO Name:****Agent of Service Name:**

CRISTINA CARUTASU

**Agent of Service Mailing Address:**

20420 ROSCOE BLVD WINNETKA 91306 CA United States of America

## Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current workers compensation insurance information below:

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

**Policy Holder Name:**IMPERIAL T&S PLUMBING, INC.**Insurance Carrier:**

oak river insurance company**Policy Number:**IMWC006688**Inception date:**1/14/2019

**Expiration Date:**1/14/2020

## Contractor Information

**Legal Entity Name**

NSA CONSTRUCTION GROUP, INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000006263

**Registration effective date**

6/30/2019

**Registration expiration date**

6/29/2020

**Mailing Address**

19562 VENTURA BLVD. #219 TARZANA 91356 CA ...

**Physical Address**

19562 VENTURA BLVD. #219 TARZANA 91356 CA ...

**Email Address**

**Trade Name/DBA**

**License Number(s)**

CSLB:714457

## Registration History

Effective Date	Expiration Date
6/28/2018	6/29/2019
6/1/2017	6/29/2018
5/5/2016	6/29/2017
7/2/2015	6/29/2016
1/20/2015	6/29/2015
6/30/2019	6/29/2020

## Legal Entity Information

**Agent of Service Name:**

ALBERT DAVIDOO

**Agent of Service Mailing Address:**

16055 VENTURA BLVD. SUITE 1225 ENCINO 91436 CA United States of America

**Corporation Number:**

C2127610



02127010

**Federal Employment Identification Number:**

**President Name:**

CYROUS SAHEBGHALAM

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

**Corporation Number:**

**Federal Employment Identification Number:**

**President Name:**

Cyrous Sahebghalam

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current workers compensation insurance information below:**

PEO Information	PEO Name	PEO Phone	PEO Email

Insured by Carrier

**Policy Holder Name:**NSA CONSTRUCTION GROUP, INC.**Insurance Carrier:**

EVEREST NATIONAL INSURANCE**Policy Number:**7600014829181**Inception date:**4/30/2019

**Expiration Date:**4/30/2020

## Contractor Information

## Registration History

**Legal Entity Name**  
PARKER BROWN INC.

**Legal Entity Type**  
Corporation

**Status**

Effective Date	Expiration Date
7/2/2018	6/29/2019
6/28/2017	6/29/2018
6/26/2016	6/29/2017
12/16/2015	6/29/2016
2/11/2015	6/29/2015
6/30/2019	6/29/2020

ACTIVE

**Registration Number**

1000009590

**Registration effective date**

6/30/2019

**Registration expiration date**

6/29/2020

**Mailing Address**

6727 VARIEL AVE. CANOGA PARK 91303 CA Uni..

**Physical Address**

6727 VARIEL AVE. CANOGA PARK 91303 CA Uni..

**Email Address**

**Trade Name/DBA**

PARKER BROWN INC.

**License Number(s)**

CSLB:689613

## Legal Entity Information

**Corporation Number:**

95-4479870

**Federal Employment Identification Number:**

**President Name:**

SCOTT A. BROWN

**Vice President Name:**

**Treasurer Name:**

JOHN PARKER

**Secretary Name:**

**CEO Name:**

**Agent of Service Name:**

CHRISTOPHER COLLIER

**Agent of Service Mailing Address:**

6727 VARIEL AVE. CANOGA PARK 91303 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current workers compensation insurance information below:**

PEO Information	PEO Name	PEO Phone	PEO Email
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Insured by Carrier

**Policy Holder Name:**PARKER BROWN INC.**Insurance Carrier:**CYPRESS INSURANCE COMPANY

**Policy Number:**PAWC918432**Inception date:**10/31/2018**Expiration Date:**10/31/2019

## Contractor Information

**Legal Entity Name**

AP CONSTRUCTION GROUP INC

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000003176

**Registration effective date**

6/30/2019

**Registration expiration date**

6/29/2020

**Mailing Address**

15537 CABRITO ROAD VAN NUYS 91406 CA Uni...

**Physical Address**

15537 CABRITO ROAD VAN NUYS 91406 CA Uni...

**Email Address**

**Trade Name/DBA**

AIR PLUS

**License Number(s)**

CSLB:573122

## Registration History

Effective Date	Expiration Date
5/13/2018	6/29/2019
5/7/2017	6/29/2018
5/1/2016	6/29/2017
6/7/2015	6/29/2016
12/2/2014	6/29/2015
6/30/2019	6/29/2020

## Legal Entity Information

**Corporation Number:**

C1633845

**Federal Employment Identification Number:**

**President Name:**

NEMAN DJOUZAIE

**Vice President Name:**

NEMAN DJOUZAIE

**Treasurer Name:**

NAVID DJOUZAIE

**Secretary Name:**

NAVID DJOUZAIE

**CEO Name:**

NEMAN DJOUZAIE

**Agent of Service Name:**

NEMAN DJOUZAIE

**Agent of Service Mailing Address:**

15537 CABRITO ROAD VAN NUYS 91406 CA United States of America

## Workers Compensation

**Do you lease employees?** No

Do you lease employees through Professional Employer Organization (PEO)?:

Please provide your current workers compensation insurance information below:

PEO InformationName      PEO Phone      PEO Email

Insured by Carrier

**Policy Holder Name:**AP CONSTRUCTION GROUP INC**Insurance Carrier:**

INSURANCE COMPANY OF THE WEST**Policy Number:**WVE 5038034 01**Inception date:** 10/23/2018**Expiration Date:**10/23/2019

## Contractor Information

## Registration History

Effective Date	Expiration Date
7/9/2018	6/29/2019
5/7/2017	6/29/2018
6/12/2016	6/29/2017
6/14/2015	6/29/2016
2/18/2015	6/29/2015
6/30/2019	6/29/2022

### Legal Entity Name

ENTERPRISE CONSTRUCTION, INC.

### Legal Entity Type

Corporation

### Status

Active

### Registration Number

1000010886

### Registration effective date

6/30/2019

### Registration expiration date

6/29/2022

### Mailing Address

28436 ROADSIDE DR. SUITE 1 AGOURA HILLS 91301 C...

### Physical Address

28436 ROADSIDE DR. SUITE 1 AGOURA HILLS 91301 C...

### Email Address

### Trade Name/DBA

ENTERPRISE CONSTRUCTION, INC.

### License Number(s)

CSLB:783613

## Legal Entity Information

## Legal Entity Information

**Corporation Number:**

C2194697

**Federal Employment Identification Number:**

**President Name:**

ANDY GHAEMI

**Vice President Name:**

NONE

**Treasurer Name:**

LOBAT GHAEMI

**Secretary Name:**

LOBAT GHAEMI

**CEO Name:**

ANDY GHAEMI

**Agent of Service Name:**

LOBAT GHAEMI

**Agent of Service Mailing Address:**

28436 ROADSIDE DR. SUITE 1 AGOURA HILLS 91301 CA United States of America

## Workers Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** Yes

**Please provide your current workers compensation insurance information below:**

PEO Lobat Ghaemi PEO (818) 879-5222  
PEO InformationName Phone  
PEO Emaillobatg@enterpriseconst.com

Insured by Carrier

**Policy Holder Name:**ENTERPRISE CONSTRUCTION, INC.**Insurance Carrier:**

STATE COMPENSATION INSURANCE FUND**Policy Number:**9081755**Inception date:**11/21/2018

**Expiration Date:**11/21/2019

## Contractor Information

**Legal Entity Name**

C-1 CONSTRUCTION CORPORATION

**Legal Entity Type**

Corporation

**Status**

Active

## Registration History

Effective Date	Expiration Date
5/31/2018	6/29/2019
6/8/2017	6/29/2018
5/1/2016	6/29/2017

<b>Registration Number</b> 1000005758	5/1/2016	6/29/2017
<b>Registration effective date</b> 6/30/2019	6/14/2015	6/29/2016
<b>Registration expiration date</b> 6/29/2020	1/19/2015	6/29/2015
<b>Mailing Address</b> 3810 WILSHIRE BLVD APT 2206 LOS ANGELES 90010 C...	6/30/2019	6/29/2020
<b>Physical Address</b> 3454 W. 1ST ST., SUITE#2 LOS ANGELES 90004 CA Uni...		
<b>Email Address</b>		
<b>Trade Name/DBA</b> C-1 CONSTRUCTION CORPORATION		
<b>License Number(s)</b> CSLB:878835		

## Legal Entity Information

**Corporation Number:**

C2697158

**Federal Employment Identification Number:**

**President Name:**

WON KIM

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

SUE KIM

**CEO Name:**

**Agent of Service Name:**

WON KIM

**Agent of Service Mailing Address:**

3454 W. 1ST ST., SUITE# 2 LOS ANGELES 90004 CA United States of America

## Workers Compensation

**Do you lease employees** No

**through Professional  
Employer Organization  
(PEO)?:**

**Please provide your  
current workers  
compensation insurance  
information below:**

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

**Policy Holder Name:**C-1 CONSTRUCTION CORPORATION**Insurance Carrier:**

STATE COMPENSATION INSURANCE FUND**Policy Number:**9121338**Inception date:**1/3/2019

**Expiration Date:**1/3/2020



Exhibit C

Parker Brown, Inc. Company Information

(see following pages)



## Contractor's License Detail for License # 689613

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

### Business Information

PARKER BROWN INC  
6727 VARIEL AVENUE  
CANOGA PARK, CA 91303-2811  
Business Phone Number:(818) 999-5078

**Entity** Corporation

**Issue Date** 06/01/1994

**Expire Date** **06/30/2020**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

B - GENERAL BUILDING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

**Bond Number:** SC1016461

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual SCOTT ANDREW BROWN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 06/01/1994

### Workers' Compensation

This license has workers compensation insurance with the CYPRESS INSURANCE COMPANY

**Policy Number:**PAWC918432

**Effective Date:** 11/01/2018

**Expire Date:** 11/01/2019

[Workers' Compensation History](#)

### Other

Personnel listed on this license (current or disassociated) are listed on other licenses.





Exhibit D

Form of Contract

(see following pages)

# DRAFT AIA® Document A105™ - 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

«MSA-7 RESTROOM RENOVATION AND CONSTRUCTION»  
«18335 Roscoe Blvd»  
« »

The Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA Standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Deleted: 1 Playground Replacement

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

« »

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

[ « » ] Not later than « » ( « » ) calendar days from the date of commencement.

[ « » ] By the following date: « »

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « » )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
« »	« »

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

Item	Price
« »	« »

§ 3.5 Unit prices, if any, are as follows:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
« »	« »	« »

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.  
(Insert rate of interest agreed upon, if any.)

« » % « »

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other

causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.  
*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### § 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### § 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

**ARTICLE 8 CONTRACTOR**

**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

**§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

**§ 8.3 Supervision and Construction Procedures**

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

**§ 8.4 Labor and Materials**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

**§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

**§ 8.7 Permits, Fees and Notices**

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**ARTICLE 9 ARCHITECT**

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.



§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

##### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the

Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

#### § 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- 1 take possession of the site and of all materials thereon owned by the Contractor, and
- 2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

**DRAFT**