



Navigator Schools

Governance Committee Meeting

Date and Time

Monday May 6, 2024 at 2:00 PM PDT

Location

[Join Zoom Meeting](#)

ID: 97005256085

Passcode: 443370

[\(US\) +1 564-217-2000](#)

Passcode: 443370

Meeting host: ami.ortiz@navigatorschools.org

Join Zoom Meeting:

<https://navigatorschools.zoom.us/j/97005256085?pwd=dHdCNWZVSlpaa0kzWIZkaGc3R1B2Zz09>

This meeting will be held in compliance with the Brown Act.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests [via e-mail](#) to Ami Ortiz, Director of Business & Finance.

Agenda

	Purpose	Presenter	Time
I. Opening Items			2:00 PM
Opening Items			
A. Call the Meeting to Order		John Flaherty	1 m
B. Record Attendance and Guests		John Flaherty	1 m
The committee chair will identify guests and hold a roll-call vote to take attendance.			
C. Approval of Minutes from Previous Committee Meeting	Approve Minutes	John Flaherty	1 m
Committee members will participate in a roll-call vote on the approval of prior minutes.			
Approve minutes for Governance Committee Meeting on March 28, 2024			
D. Opening Comments from Committee Chair		John Flaherty	5 m
John Flaherty, Committee Chair, will provide opening remarks.			
II. Topical Items			2:08 PM
Governance			
A. Watsonville Material Revision	Vote	Caprice Young	12 m
Caprice Young, CEO & Superintendent, will present the Watsonville Material Revision opportunity.			
B. Watsonville Amended Lease	Vote	Caprice Young	12 m
Caprice Young, Chief Executive Officer & Superintendent, will be presenting the Watsonville Amended Lease for consideration.			
C. Construction Contract for Gilroy Prep School	Vote	Tom Peraic	12 m
Tom Peraic, General Counsel, will present the Construction Contract for the Gilroy Prep School build out.			
D. Construction Contract for Hayward Collegiate	Vote	Tom Peraic	12 m
Tom Peraic, General Counsel, will present the Construction Contract for the Hayward Collegiate build out.			
III. Closing Items			2:56 PM
A. Schedule Next Committee Meeting	Discuss	John Flaherty	3 m

	Purpose	Presenter	Time	
	The committee will confirm the date and time of its next meeting.			
B.	Adjourn Meeting	Vote	Board Chair	1 m
	The Committee will hold a roll call vote on the adjournment of the meeting.			

Proposed Motion: Adjourn

Coversheet

Approval of Minutes from Previous Committee Meeting

Section: I. Opening Items
Item: C. Approval of Minutes from Previous Committee Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Governance Committee Meeting on March 28, 2024

DRAFT



Navigator Schools

Minutes

Governance Committee Meeting

Date and Time

Thursday March 28, 2024 at 3:30 PM

Location

[Join Zoom Meeting](#)

ID: 97063408907

Passcode: 808705

[\(US\) +1 346-248-7799](#)

Passcode: 808705

Meeting host: ami.ortiz@navigatorschools.org

Join Zoom Meeting:

[https://navigatorschools.zoom.us/j/97063408907?](https://navigatorschools.zoom.us/j/97063408907?pwd=Wm1OQk9IK0xvL0NhdVYrU2xubm9FQT09)

[pwd=Wm1OQk9IK0xvL0NhdVYrU2xubm9FQT09](https://navigatorschools.zoom.us/j/97063408907?pwd=Wm1OQk9IK0xvL0NhdVYrU2xubm9FQT09)

This meeting will be held in compliance with the Brown Act.

Individuals in need of a disability-related accommodation, modification, or auxiliary aid/service, should direct requests [via e-mail](#) to Ami Ortiz, Director of Business & Finance.

Committee Members Present

John Flaherty (remote), Shara Hegde (remote)

Committee Members Absent

Ian Connell

Guests Present

Ami Ortiz (remote), Caprice Young (remote), Tom Peraic (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

John Flaherty called a meeting of the Governance Committee of Navigator Schools to order on Thursday Mar 28, 2024 at 3:30 PM.

C. Approval of Minutes from Previous Committee Meeting

John Flaherty made a motion to Approve the minutes from 02-28-2024 Governance Committee Meeting on 02-28-24.

Shara Hegde seconded the motion.

The committee **VOTED** unanimously to approve the motion.

D. Approval of Minutes from Previous Committee Meeting

John Flaherty made a motion to Approve the minutes from 03-22-2024 Governance Committee Meeting on 03-22-24.

Shara Hegde seconded the motion.

The committee **VOTED** unanimously to approve the motion.

II. Topical Items

A. Approval of Contracts

John Flaherty made a motion to Approval of Contracts Presented.

Shara Hegde seconded the motion.

The Governance Committee considered and approved the following contracts: A1/A2) Apeira Solutions ICA with exhibit, B) CLA statement of work, and C1/C2/C3) Hayward Collegiate Fire Alarm Agreement, Hayward Collegiate Amended Agreement for Security (Church site), Hayward Collegiate Amended Agreement for Security (Portables)

The committee **VOTED** unanimously to approve the motion.

B. Recommendation of Policy for Full Board Approval.

John Flaherty made a motion to Recommend the comprehensive school safety plan to the full Board for approval.

Shara Hegde seconded the motion.

General Counsel Tom Peraic presented the proposed comprehensive school safety plan to the Governance Committee for review and consideration. Tom Peraic answered questions from the Governance Committee about the plan. After discussion and consideration, the Governance Committee recommended that the comprehensive school safety plan to the full Board for approval

The committee **VOTED** unanimously to approve the motion.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:30 PM.

Respectfully Submitted,
Tom Peraic

Documents used during the meeting

- A1. Apeira Solutions ICA (03.25.24).pdf
- A2. Apeira Solutions ICA - Exhibit A (03.25.24).pdf
- B. CLA SOW (03.25.24).pdf
- C1. Fire Alarm Agreements - Hayward Collegiate (03.25.24).pdf
- C2. Amendment Agreement Security System Church area.pdf
- C3. Amendment Agreement Security System Portables.pdf

Coversheet

Construction Contract for Gilroy Prep School

Section: II. Topical Items
Item: C. Construction Contract for Gilroy Prep School
Purpose: Vote
Submitted by:
Related Material: GPS Construction Contract (05.06.24).pdf

AGREEMENT FORM

THIS AGREEMENT, entered into this 29th day of April, 2024 in the County of Santa Clara County of the State of California, by and between the Gilroy Prep, a Navigator School, hereinafter called the “Navigator”, and Galeb Paving, Incorporated, hereinafter called the “Contractor”.

WITNESSETH that Navigator and the Contractor for the consideration stated herein agree as follows:

SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Gilroy Prep School Portable Relocation Project (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to Navigator for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with Navigator office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

TIME OF COMPLETION: Navigator may give notice to proceed within ninety (90) days of the award of the bid by Navigator. Once the Contractor has received a notice to proceed, the Contractor shall reach Final Completion (See Article 1.1.46) of the Work within one hundred and ninety (190) calendar days from start of construction on June 10, 2024. In addition, Contractor shall complete all site work for installation of the portables by others on or before July 8, 2024 (after which liquidated damages may be assessed), and Contractor shall complete installation of the parking lot on or before August 9, 2024 (after which Liquidated damages may be assessed). Final Completion date of entire project is December 17, 2024 (after which liquidated damages may be assessed).

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article **8.3.2.1**, Submittal Schedules, and Rain Day Float,

In the event that Navigator desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by Navigator. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of Navigator’s postponement of giving the notice to proceed.

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Gilroy Prep, a Navigator School

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If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to Navigator within ten (10) days after receipt by the Contractor of Navigator’s notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by Navigator, Navigator shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, Navigator shall have the authority to award the Contract to the next lowest responsible bidder.

LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay Navigator the sum of two thousand dollars exactly (\$2,000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to Navigator) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that Navigator may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

CONTRACT PRICE: Navigator shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of three million five hundred fifty-eight dollars exactly DOLLARS (\$3,558,000.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions. (Exhibit A Bid-attached.)

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and Navigator, subject to the monetary limitations set forth in Public Contract Code section 20659. In the event that the Contractor proceeds with a Change in work without an agreement between Navigator and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work (See Article 7.2.).

HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless Navigator, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Navigator, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney’s fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Navigator, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney’s fees of any nature whatsoever, which may be incurred by reason of:

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation

or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of Navigator.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including Navigator, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Navigator property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of Navigator.

Any dispute between Contractor and Contractor's subcontractors/suppliers/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse Navigator for any penalties assessed against Navigator arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to Navigator or indemnify Navigator for any penalties caused by Navigator in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against Navigator, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against Navigator, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement and Close-Out Forms
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued (1, 2, 3 and 4)
Drawings/Plans- DSA approved set 01-12614 4/11/24
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of Navigator and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

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Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11. of the General Conditions, records of both Navigator and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

CONTRACTOR’S LICENSE: The Contractor must possess throughout the Project a Class A or B Contractor’s License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Gilroy Prep, a Navigator School

CONTRACTOR: Galeb Paving, Incorporated

By: _____

Typed or Printed Name

By: _____
Chief Executive Officer and Superintendent

Title

Dated: _____

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

Project Name
Gilroy Prep, a Navigator School

Agreement Form
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Coversheet

Construction Contract for Hayward Collegiate

Section: II. Topical Items
Item: D. Construction Contract for Hayward Collegiate
Purpose: Vote
Submitted by:
Related Material: HC Construction Contract (05.06.24).pdf

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective May 6, 2024, is by and between **Navigator Schools**, hereinafter called the “Owner” and **Redgwick Construction Co.** hereinafter called the “Contractor.”

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Hayward Collegiate Modular Classroom and Site work Project

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Artik Art and Architecture
Martin Hochroth, Principal
394-A Umbarger Rd
San Jose, CA 95111

(“Architect”)

and other Contract Documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES. Time is of the essence in this Contract, and the time for Completion of the Work (“the Contract Time”) shall be completed no later than August 26, 2024 if no other dates are established in a Notice to Proceed from Owner.

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time: \$2,000 for each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

If Contractor causes delay to any other contractor's work on the Project that results in delayed *completion* of the Project, Contractor shall be subject to liquidated damages in the amount set forth above for each calendar day Contractor delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer for such delayed *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which the Owner shall directly incur for each calendar day that *completion* of the Project is delayed because of Contractor caused delays to the work of other contractors.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that Contractor cannot or will not Complete the Work within the Contract Time, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

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

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds of **Nine Hundred Fifty Thousand and Four Hundred Dollars Exactly (\$950,400.00)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions. Contractor agrees that Owner may retain ten percent (10%) of the amount otherwise due. (See Exhibit A)

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE X. [RESERVED].

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

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

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit. The Owner shall be named as an additional insured on all policies provided by Contractor under this Agreement.

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

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

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

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

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

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

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

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

Redgwick Construction Co.

Navigator Schools

SIGNED BY (Contractor)

140057

CALIFORNIA CONTRACTOR’S LICENSE NO.

5/31/2025

LICENSE EXPIRATION DATE

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____
_____ as Principal and
_____ as Surety, are held
and firmly bound unto _____, in the
County of _____, State of California, hereinafter called the "Owner", in the sum of
_____ Dollars (\$_____)
for the payment of which sum well and truly made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, to the Owner for the full performance
of a certain contract with the Owner, the terms of which are incorporated herein by
reference, dated
_____, 2024, for construction of:

Hayward Collegiate Modular Classroom and Site work Project

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of __, __ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal attached _____)
(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charged is _____.
The above must be filled in by Corporate Surety.

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Navigator Schools, the “Owner” of the project described below) and Redgwick Construction Co., hereinafter designated as the “Principal,” have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

Hayward Collegiate Modular Classroom and Site work Project

WHEREAS, said agreement dated May____ 2024, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ (“Surety”) are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars (\$_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this ___ day of _____, ____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this _____ day of _____.

HAZARDOUS MATERIALS CERTIFICATION

PROJECT: between Navigator Schools (“District” or “Owner”) and Redgwick Construction Co. (“Contractor” or “Bidder”) (“Contract” or “Project”).

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for Owner.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the Owner’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

