

FILED
IMPERIAL COUNTY
Mar 19 2026

CHUCK STOREY, County Clerk

Notice of Exemption

Appendix E

By Valerie Hernandez
Deputy Clerk

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): Imperial Valley College
380 East Aten Road
Imperial, California 92251

County Clerk

County of: Imperial
940 Main Street, El Centro, Ca 92243

(Address)

Project Title: Imperial Valley College Measure B Construction Projects

Project Applicant: Imperial Valley College

Project Location - Specific:
380 East Aten Road

Project Location - City: Imperial Project Location - County: CA

Description of Nature, Purpose and Beneficiaries of Project:

Construction of a Public Safety Regional Training Center, Maintenance and Operations Facility, and demolition of the bookstore and student affairs building and the construction of a Student Services Building, associated site work.

Name of Public Agency Approving Project: Imperial Valley College

POSTED

Name of Person or Agency Carrying Out Project: Imperial Valley College

MAR 19 2026

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 14 , Class 3 , Class 2
- Statutory Exemptions. State code number: _____

Imperial County Clerk-Recorder
California

Reasons why project is exempt:

The project is located within a fully developed institutional campus in a non-sensitive area and will not result in significant environmental effects, cumulative impacts, scenic highway conflicts, hazardous waste concerns, unusual circumstance impacts.

Lead Agency
Contact Person: Cesar L. Vega, VP of Admin Svcs Area Code/Telephone/Extension: 760-355-6235

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? • Yes No

Signature: [Signature] Date: 3/19/26 Title: VP of Administrative Services

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

POST FOR 30 DAYS

MEASURE B PROJECTS

IMPERIAL VALLEY COLLEGE

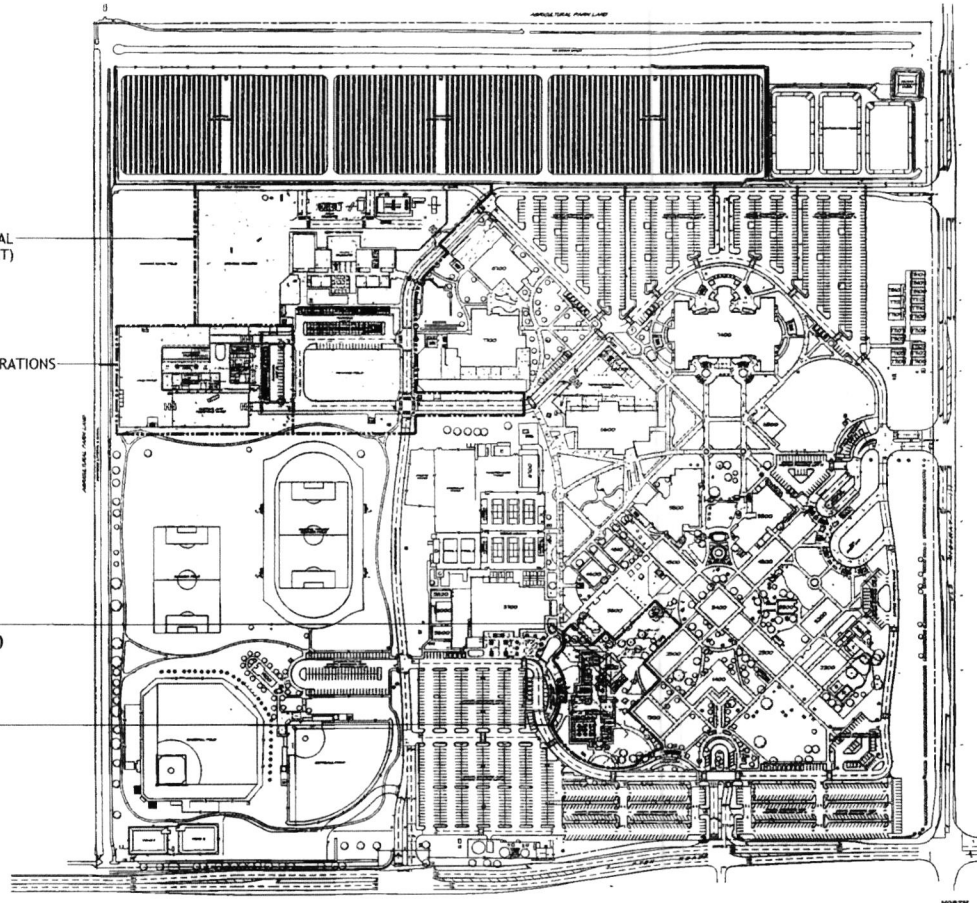
BUILDING IDENTIFICATION			
NO.	NAME	AREA (SQ. FT.)	STATUS
1	ADMINISTRATIVE BUILDING	150,000	EXISTING
2	LIBRARY	200,000	EXISTING
3	LABORATORY BUILDING	100,000	EXISTING
4	CLASSROOM BUILDING	300,000	EXISTING
5	STUDENT SERVICES BUILDING	150,000	EXISTING
6	MAINTENANCE AND OPERATIONS FACILITY	100,000	EXISTING
7	PUBLIC SAFETY REGIONAL TRAINING CENTER	100,000	EXISTING
8	EXISTING BUILDING DEMOLITION	5000-1000	DEMOLITION
9	NEW BUILDING	100,000	NEW
10	NEW BUILDING	100,000	NEW
11	NEW BUILDING	100,000	NEW
12	NEW BUILDING	100,000	NEW
13	NEW BUILDING	100,000	NEW
14	NEW BUILDING	100,000	NEW
15	NEW BUILDING	100,000	NEW
16	NEW BUILDING	100,000	NEW
17	NEW BUILDING	100,000	NEW
18	NEW BUILDING	100,000	NEW
19	NEW BUILDING	100,000	NEW
20	NEW BUILDING	100,000	NEW
21	NEW BUILDING	100,000	NEW
22	NEW BUILDING	100,000	NEW
23	NEW BUILDING	100,000	NEW
24	NEW BUILDING	100,000	NEW
25	NEW BUILDING	100,000	NEW
26	NEW BUILDING	100,000	NEW
27	NEW BUILDING	100,000	NEW
28	NEW BUILDING	100,000	NEW
29	NEW BUILDING	100,000	NEW
30	NEW BUILDING	100,000	NEW
31	NEW BUILDING	100,000	NEW
32	NEW BUILDING	100,000	NEW
33	NEW BUILDING	100,000	NEW
34	NEW BUILDING	100,000	NEW
35	NEW BUILDING	100,000	NEW
36	NEW BUILDING	100,000	NEW
37	NEW BUILDING	100,000	NEW
38	NEW BUILDING	100,000	NEW
39	NEW BUILDING	100,000	NEW
40	NEW BUILDING	100,000	NEW
41	NEW BUILDING	100,000	NEW
42	NEW BUILDING	100,000	NEW
43	NEW BUILDING	100,000	NEW
44	NEW BUILDING	100,000	NEW
45	NEW BUILDING	100,000	NEW
46	NEW BUILDING	100,000	NEW
47	NEW BUILDING	100,000	NEW
48	NEW BUILDING	100,000	NEW
49	NEW BUILDING	100,000	NEW
50	NEW BUILDING	100,000	NEW

PUBLIC SAFETY REGIONAL TRAINING CENTER (PSRT)

MAINTENANCE AND OPERATIONS FACILITY (M&O)

EXISTING BUILDING DEMOLITION (5000-1000)

STUDENT SERVICES BUILDING



SITE PLAN
FEBRUARY 20 2024

SCALE: 1" = 100'-0"

SANDERS, inc
ARCHITECTURE | ENGINEERING
1108 INDUSTRIAL WAY
CITY CENTER, CA 92521
760 299 5444
sandersinc.com



State of California - Department of Fish and Wildlife
2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

Print [REDACTED] **Save**

RECEIPT NUMBER:
13-2026-033

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY IMPERIAL VALLEY COLLEGE	LEAD AGENCY EMAIL	DATE 03/19/2026
COUNTY/STATE AGENCY OF FILING IMPERIAL COUNTY	DOCUMENT NUMBER 13-2026-033	

PROJECT TITLE
IMPERIAL VALLEY COLLEGE MEASURE B CONSTRUCTION PROJECTS

PROJECT APPLICANT NAME IMPERIAL VALLEY COLLEGE	PROJECT APPLICANT EMAIL	PHONE NUMBER (760) 355-6235
PROJECT APPLICANT ADDRESS 380 EAST ATEN ROAD	CITY IMPERIAL	STATE CA
		ZIP CODE 92251

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$ 4,227.50 \$ _____
 Mitigated/Negative Declaration (MND)(ND) \$ 3,043.75 \$ _____
 Certified Regulatory Program (CRP) document - payment due directly to CDFW \$ 1,437.25 \$ _____

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$ 850.00 \$ _____
 County documentary handling fee \$ 62.00 \$ 62.00
 Other \$ _____

PAYMENT METHOD:

- Cash Credit Check Other
 TOTAL RECEIVED \$ 62.00

SIGNATURE X <i>Victoria Camarillo</i>	AGENCY OF FILING PRINTED NAME AND TITLE Victoria Camarillo Deputy Clerk
---	--



PRESIDENT'S OFFICE
SIGNATURE REQUEST FORM

Reference: BP 6100, BP 6340, and AP 2710

Department: Administrative Services
Name: Cindy Morales

Date: 03/18/2026
Ext: 6235

Document: Agreement for Services
Cost: \$124,766.72
Summary of Request: Awarding of Baseball Field Fence Replacement to All Valley Fence

SECTION A - Board Goals

The following information will assist with determining if documents need Board approval through Resolution or through the monthly Warrants Paid Resolution. All MOUs, agreements, and/or contracts must be signed by the Superintendent/President.

- All new, revised, or renewal agreements must be approved by the Board through a Resolution unless they pertain to maintenance, equipment services, personal or professional services, or instructional assistance and are under \$20,000. These agreements may be approved by the Superintendent/President and ratified by the Board through the approval of the warrants (BP 6340).

Instructions:

Does the agreement align with any of the following goals, or is it above \$20,000?

Table with 2 columns: Goal Number and Goal Description. Includes goals 1.1-1.4, 2.2-2.3, 3.1-3.2, and 4.2.

- YES, your agreement needs Board approval through Resolution - forward agreement to the Vice President of your area and Executive Assistant with a Resolution for Board approval. Resolution No. 22567 Date approved: 03/18/2026
NO, continue to Section B

SECTION B - Routing

- Type Dr. Johnson's signature block on all required areas: Lennor M. Johnson, Ed.D. Superintendent/President or Dr. Lennor M. Johnson, Superintendent/President
All documents must be reviewed and approved in advance by your division's Dean, Vice President, and the CBO (or designee).
Identify and flag all sections, including Section C, requiring signatures from the Dean, VP, CBO, and Superintendent/President.
Route document via Adobe Sign or in person. Place this form as page 1 of the packet and Cc: Mabel Vargas (Adobe Sign only)

SECTION C - Conflict of Interest

No employee, Board member, or agent of the District may participate in the selection, award, or administration of a contract if he/she/they has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, Board member, or agent, any member of his/her/they immediate family, his/her/their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The Board members, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Required: I hereby confirm, to the best of my knowledge, that this agreement does not contravene ICCD AP 2710 Conflict of Interest.

Director, Associate Dean, Dean, Vice President Signature NAME: Cesar L. Vega

Signatures

Dean
Date

Vice President
Date

CBO
Date 03/18/2026

Handwritten signature of Cesar L. Vega

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER VGA031826

THIS AGREEMENT is made and entered into this 18th day of March, 2026, by and between All Valley Fence and Materials ("Contractor") and Imperial Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of One Hundred Twenty-Four Thousand Seven Hundred Sixty-Six and 72/100 Dollars (\$124,766.72) ("Contract Price"), the following services ("Services" or "Work"):

See Exhibit "A"

2. Contractor shall perform the Work at Imperial Community College District at 380 East Aten Road, Imperial, CA, 92251 ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within ninety (90) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of Two Hundred Dollars (\$200.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Notice to Bidders | <input checked="" type="checkbox"/> Registered Subcontractors List |
| <input checked="" type="checkbox"/> Instructions to Bidders | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Bid Form and Proposal | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Noncollusion Declaration | <input checked="" type="checkbox"/> Special Conditions |
| <input checked="" type="checkbox"/> Designated Subcontractors List | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification | |

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. Inspection and acceptance of the Work shall be performed by Director of Maintenance, Operations and Facilities of appointed representative of the Administrative Services Department of the District.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Imperial Community College District
 ATTN: Cesar Vega
 ADDRESS: 380 E. Aten Rd.,
 Imperial, CA 92251
 FAX: (760) 355-6239
 EMAIL: Cesar.Vega@imperial.edu

Contractor

Name: All-Valley Fence
 ATTN: Cesar Vega
 [ADDRESS] 164 N. 0 ST
 [CITY, STATE ZIP] Imperial, CA 92251
 [FAX] 760-355-7007
 [EMAIL] Dave@allvalley.net

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

11. Contractor shall guarantee all labor and material used in the performance of this

Contract for a period of one (1) year from the date of the District's written approval of the Work.

12. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

13. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: 3/14, 2026
Imperial Community College District
Signature: [Signature]
Print Name: Lennor M. Johnson, Ed. D.
Print Title: Superintendent/President
Address: 380 E. Aten Road.
Imperial, CA 92251
Telephone: (760) 355-6219
Facsimile: (760) 355-6461
E-Mail: Lennor.Johnson@imperial.edu

Dated: March 9th, 2026
Contractor: All-Valley Face
Signature: [Signature]
Print Name: Dave Bernal
Print Title: Sales
License No.: 1081672
Registration No.: 1000736400
Address: 164 N. O ST Imperial CA
Telephone: 760-355-7007
Facsimile: _____
E-Mail: Dave@Alley
Dave@allvalley.net

Information regarding Contractor:

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: of California
 Limited Liability Company
 Other: _____

47-4232610 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of

this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on District grounds.

12. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
17. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
20. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.
21. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.
22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
27. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- a. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected