FORM P: STATUTORY PROVISIONS FOR CONSTRUCTION CONTRACT CLAIMS AND PAYMENTS

[Public Contract Code §§ 9201, 20124, & 20124.50]

Pursuant to Public Contract Code Section 9201, the awarding agency has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The awarding agency will timely notify the Design-Builder of the receipt of any third-party claim relating to the Contract. The awarding agency shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b) of Section 9201.

This Contract is subject to the provisions of Article 1.5 (commencing at Section 20124) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Design-Builder, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the Design-Builder, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Contract hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

This Contract is further subject to the provisions of Article 1.7 (commencing at Section 20124.50) of Division 2, Part 3 of the California Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Contract hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

I, the undersigned Design-Builder, acknowledge that this Contract is subject to the provisions of Section 20124 of the California Public Contract Code relating to construction contract claims and Section 20124.50 related to progress payments, and agree to be bound by all the provisions thereof as set forth in full herein.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_