



ELECTRICAL, FIRE PROTECTION, AND LOW VOLTAGE SYSTEMS SERVICES

Bid No. 2223-03

Contact: Thomas Connolly, Buyer/Planner, Purchasing
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Bid Deadline: Monday, June 20, 2022, 10:00 a.m. PST
Capistrano Unified School District
Education Center
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road, San Juan Capistrano, CA 92675

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* **Must be completed and submitted with bid - No exceptions**

** Will be executed by successful bidder after award of bid

*** Guarantee to be provided upon completion of each project

Bond amounts for awarded bidders are as follows: electrical (\$80,000), fire protection (\$80,000) and low voltage (\$80,000)

NOTICE INVITING BIDS

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Capistrano Unified School District, acting by and through its Governing Board, hereinafter referred to as “District”, will receive prior to **10:00AM PST on the 20th day of June, 2022** sealed bids for the award of a Contract for the following:

BID NO. 2223-03

ELECTRICAL, FIRE PROTECTION, AND LOW VOLTAGE SYSTEMS SERVICES

All bids shall be made and presented only on the forms presented by the District. Bids shall be received out front of the District Office by the Board Room at ***33122 Valle Rd., San Juan Capistrano, California 92675*** at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened. District’s records will be presumptive evidence of receipt. No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened publicly at the above-stated time and place.

*Due to the COVID-19 pandemic, bids will be received out front of the main building while practicing 6’ social distancing separation.

To receive the official bid documents and addenda you must register on the District’s website: <https://www.capousd.org/subsites/Purchasing/> **Click on Doing Business-Notices: Requests for Proposals and Bids.** Official bid documents may also be viewed and downloaded from the BidSync/Periscope S2G e-Procurement system by registering via the link on the District’s website and searching the bid number.

All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Thomas Connolly, Buyer/Planner, Purchasing, tjconnolly@capousd.org. All requests must be submitted no later than **Wednesday, June 15, 2022, 3:00PM PST**. Any request made after such date shall not be responded to.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The Contractor’s California State License number shall be clearly stated on the bidder’s proposal.

Each bid must conform with and be responsive to the bid documents. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding. The contract will be awarded to the lowest responsive, responsible bidder meeting specifications and will be determined by utilizing job scenarios of historical District projects.

Each Bidder will need to comply with Senate Bill B54 (“SB854”) including, but limited to, registration with California Department of Industrial Relations (“DIR”). The DIR’s website is <http://www.dir.ca.gov>. Each contractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney. Copies of wage rate determinations, entitled Prevailing Wage Scale, are available at the above mentioned website. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

Each bid shall be accompanied by a Bid Security in the amount of ONE HUNDRED DOLLARS (\$100.00), payable to DISTRICT as a guarantee that the bidder, if its proposal is accepted, shall promptly execute the Agreement form, furnish separate and satisfactory Faithful Performance Bond and Payment Bond in the amount of EIGHTY THOUSAND (\$80,000.00) per awarded category, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the general conditions. In the event of failure to enter the contract and execute the required documents, such bid security shall be forfeited.

Publication Dates: 6/7/2022 & 6/13/2022

SCOPE OF WORK

This annual contract establishes an hourly rate of pay for routine, recurring and usual work; electrical maintenance work, fire protection systems and low voltage systems for the preservation and protection of any District facility for its intended purpose. Maintenance work may include but is not limited to, the installation of new materials and removal of and replacement of electrical, fire protection and low voltage systems.

The District anticipates work assignments this year to be approximately \$160,000 in the electrical maintenance category, \$160,000 in the fire protection category, and \$160,000 in the low voltage system category. This amount is approximate only and is intended to serve as a base for cost projections. The District is not bound to assign this dollar volume nor limited to this dollar volume.

REQUIRED LICENSES

ELECTRICAL (C10): An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose.

FIRE PROTECTION (C16): A Fire protection contractor lays out, fabricates and installs all types of fire protection systems; including all the equipment associated with these systems, excluding electrical alarm systems.

LOW VOLTAGE SYSTEMS (C7): A communication and low voltage contractor installs, services and maintains all types of communication and low voltage systems which are energy limited and do not exceed 91 volts. These systems include, but are not limited to telephone systems, sound systems, cable television systems, closed-circuit video systems, satellite dish antennas, instrumentation and temperature controls, and low voltage landscape lighting. Low voltage fire alarm systems are specifically not included in this section.

SPECIFICATIONS

DESCRIPTION OF WORK

Contractor must have minimum eight (8) years electrical experience working on public school projects. Contractor shall have one (1) Registered Communications Distribution Designer (BICSI RCDD).

1. **Electrical**: The services performed by the Contractor shall include, but not be limited to, maintenance service and/or replacement of: circuit breakers, service mains, light fixtures, outlets, wall switches, electrical water heaters, thermostats, pool motors, other electrical fixtures, electrical built-in appliances, and other electrical controls.
2. **Fire Protection Systems**: The services performed by the Contractor shall include, but not be limited to, maintenance service and/or replacement of: fire protection systems, fire alarm panels, fire alarm devices, troubleshooting and/or programming of existing monitored and unmonitored Fire Protection systems. Contractor shall be qualified on the following District systems; Simplex 2001, 2002, 4001, 4006, 4020, & 4208, Notifier and Notifier 4800, FCI 7100, 7200, FCI Mico, FCID, Radionics and Tyco. Contractor shall be qualified installer of Silent Knight or equal.

The fire alarm system shall be maintained by a Farenhyt and Gamewell/FCI Engineered Systems Distributor who has been accepted, as a member of good standing, to the Honeywell Platinum Catalyst Partner Program who is trained and certified by the manufacturer in the proper installation, programming, configuration, testing, service and maintenance of the systems.

3. **Low Voltage Systems**: The services performed by the Contractor shall include, but not be limited to, maintenance service and/or replacement of: sound, pro-audio/video, fire/burglar, security/CCTV, access control, telephone/data and computer systems integration. Electrical installations and electrical equipment operating or intended to operate on systems of 600 volts, nominal, or less of.
 - a. **Data Drop Requirements**:
 - i. OSI rated for outdoor
 - ii. CAT6 for indoor and outdoor
 - iii. Must patch panel all drops
 - iv. Tested end to end and certified
 - v. Labeled at both ends
 - vi. Organized IDF/MDF when finished
 - vii. Maximum distance for patch cable not to exceed the rated distance and ANSI standard of the patch cables.
 - viii. Must adhere to ANSI, fire requirements for panduit, plenum ratings, etc.
 - ix. Fiber runs must fall within the guidelines of that particular cable (distance)

- x. Must include all parts and labor for both wired (wall) and wireless (WAP) drops (keystones, punch downs, wall plates, etc.)
- xi. Ceiling drops must be located away from fluorescent lighting and the area specified by the District
- xii. Must leave ceiling drops hanging from the tile, visible from the floor.

PROVISIONS

1. The installed equipment, parts, and materials shall be of the size and capacity of and be functionally equal to the equipment and parts being replaced or shall be as directed by the Director of Maintenance and Operations, or his duly authorized agent.
2. Unless otherwise approved in advance by the Director of Maintenance and Operations, or designee, each service call will be answered by a qualified technician.
3. The work shall be done in a workmanlike manner by competent, trained personnel, and in conformance with the building codes of the state, county, and cities in which the work is being done, including Title 19 and 24 of the Education Code. Any work judged to be unsatisfactory by the District's appointed inspector will be re-done at the Contractor's expense and may be considered grounds for termination of this Contract.
4. The Contractor shall **provide service on a 7-day per week, 24-hour per day basis.** Service calls shall be answered within two hours after receipt of a call unless additional time is authorized by the District or the Director of Maintenance and Operations.
5. The Contractor shall be properly licensed in accordance with the laws of the State of California.
6. The Contractor shall take all necessary precautions to prevent injury or hazard to the Capistrano Unified School District, and shall avoid causing unreasonable inconvenience to the District.
7. The Contractor shall conduct operations in such a manner as to avoid damage to the property of the Capistrano Unified School District or to adjacent property. If any such properties are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense and to the satisfaction of the District.
8. Failure to begin the work or to pursue the work diligently shall be considered grounds for termination of the Contract.
9. FINAL CLEAN UP: The Contractor shall leave the work site in a clean and neat condition. If the work site is not left in a clean and neat condition, the Contractor will be called back to correct the condition at no extra charge to the District.
10. Acceptance of completed project shall be the responsibility of the Director, Maintenance and Operations or designee of the District.

PAYMENT

When each job is completed, the Contractor shall provide the District with a work ticket showing the materials installed, the time (beginning and ending) required to do the work, and the date the

work was done; no payment will be made for travel time to and from the job site. This work ticket must be signed by the Director of Maintenance and Operations, or his fully authorized agent and must be submitted along with one copy of the itemized invoices for payment by the Capistrano Unified School District. Your proposal and invoices must match the line items on the bid price sheet for audit purposes.

1. Any falsification of work tickets and itemized invoices shall be considered as grounds for termination of this Contract.
2. The Contractor's payroll records shall be made available for inspection by the Capistrano Unified School District Auditor, the Purchasing Director, or Director of Maintenance and Operations.

ASSIGNMENT OF WORK

Work assignments made at any time during the contract period shall be completed under the terms and conditions of this Agreement.

OVERTIME

Overtime is defined as time worked in excess of eight hours during a regular weekday shift; time worked on Saturdays, Sundays or holidays; or other time worked during hours defined as overtime in the applicable collective bargaining agreement.

FAITHFUL PERFORMANCE AND PAYMENT BONDS

The Contractor will furnish and maintain a Faithful Performance Bond in an amount not less than \$80,000 if awarded the electrical category, \$80,000 if awarded the fire protection category, and/or \$80,000 if awarded the low voltage category, furnish a separate and satisfactory Payment Bond in the same corresponding amounts. The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded. **Bonds shall be on the forms set forth in this Bid Document.**

The required bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, and each with an independent penal sum limit equal to each of the corresponding amounts of the contract.

TERM OF CONTRACT

The initial term of this agreement will be for one (1) year, with four (4) one (1) year renewal periods, upon mutual agreement, for a total contract term not to exceed 60 months.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full, for each category. All bid items and statements shall be properly and legibly filled out. Any item not completed on the Bid Form, will be presumed as a "No Bid" and not eligible for award consideration.

Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the District at: **Capistrano Unified School District, Education Center, 33122 Valle Road, San Juan Capistrano, CA 92675** and must be received on or before the bid deadline (Public Contract Code Section 20112) **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount **one hundred dollars (\$100)**, payable to the District and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after notice of award of the contract. It is understood and agreed that should bidder fail or refuse to return these documents as required by the District, the bid security shall be forfeited to the District. **If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Bid Documents.**

4. Signature. Any signature required on Bid Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board,

president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **ninety (90)** calendar days after the date set for the opening of bids.

8. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the bond forms are included in the Bid Document. The Performance Bond shall be in the amount not less than \$80,000 if awarded the electrical category, \$80,000 if awarded the fire protection category, and/or \$80,000 if awarded the low voltage category, furnish a separate and satisfactory Payment Bond in the same corresponding amounts **on the forms included in the Bid Documents.** The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded. **Required bonds shall each contain its own separate bond number, or a Declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, and each with an independent penal sum limit equal to each of the corresponding category amounts. All bond premiums shall be at bidder's cost.**

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at District's discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the District. If there are discrepancies of any kind in the Bid Documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

11. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The District may award portions of this bid to the lowest responsive and responsible bidder for each category.

The award of the contract, if made by the District, will be by action of the Board of Trustees to the lowest responsive and responsible bidder, as determined by weighted percentage of each category with job scenarios provided at bid opening. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

12. Alternate Bids. N/A

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency

of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

14. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Bid Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the District invoking the remedies of Public Contract Code Sections 4110 and 4111.

15. Insurance and Workers' Compensation. **The Contractor/ Proposer shall submit with their Bid evidence that they can obtain insurance prior to Contract award. The following coverages are required. Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder.**

Certificate Holder Information:
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Bid No. 2223-03 Electrical, Fire Protection,
and Low Voltage Systems Services
Capistrano Unified School District

Information for Bidders
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****Required Forms:**

Commercial General Liability Insurance – 2nd page **Additional Insured Endorsement**

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

- | | | |
|--------------------------|--|---|
| <input type="checkbox"/> | Commercial General Liability
incl. Contractual Liab., and
Broad Form Property Damage | \$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate |
| <input type="checkbox"/> | Automobile Liability: | \$1,000,000 minimum limit per occurrence |
| <input type="checkbox"/> | Material Hoist | \$1,000,000 minimum limit per occurrence |
| <input type="checkbox"/> | Workers' Compensation: | As required by the California Labor Code |
| <input type="checkbox"/> | Employers' Liability: | \$1,000,000 minimum limit per occurrence |
| <input type="checkbox"/> | Fire Insurance | 100% of the contract amount |

For all insurance coverages provided by Contractor/Proposer, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and the District" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to the District, until final inspection and acceptance thereof.

E. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Contractor/Proposer agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Education. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor/Proposer; products and completed operations of the Contractor/Proposer; premises owned, occupied or used by the Contractor/Proposer; or automobiles owned, leased, hired or borrowed by the Contractor/Proposer. The coverage shall contain no special limitations on the scope of protection afforded to the District, its subsidiaries, officials, employees and The Board of Education.
2. For any claims related to the Services, the Contractor's/Proposer's insurance coverage shall be primary insurance as respects the District, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees and The Board of Education shall be excess of the Contractor's/Proposer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. The "Description of Operations" section must include the following: **The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."**

The Contractor/Proposer shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

16. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Bid Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the District that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will

be considered void and District shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

17. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

18. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees as set forth in the Agreement.

19. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.

20. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A" as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) District shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the District is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the District is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the District, and an original or certified copy of the document must be submitted to the District.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the District within ten (10) calendar days of the insurer's receipt of a request to submit such document from the District.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit such document from the District.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the District within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

21. Liquidated Damages. All work must be completed within the time limits set forth in the Bid Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the District, in an amount **two hundred dollars (\$200.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

22. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

23. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

24. Escrow Agreement. N/A

25. Change Orders. N/A

26. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

27. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

28. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

29. Bid Protest Procedure. Any bidder may file a bid protest to DISTRICT's Purchasing Department. The protest shall be filed in writing with the DISTRICT not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the DISTRICT, an informal hearing will be held. DISTRICT will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the DISTRICT's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Chief Facilities Officer, or their designee, within three (3) business days after receipt of the DISTRICT's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Capistrano Unified School District
Maintenance & Operations Department
Attn: Executive Director, MOT
33122 Valle Road
San Juan Capistrano, CA 92675

c. Appeal Review: The Deputy Superintendent of Business & Support Services or their designee shall review the decision on the bid protest from the Chief Facilities Officer and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Deputy Superintendent of Business & Support Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. DISTRICT reserves the right to proceed to award the Contract for the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, DISTRICT may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the DISTRICT may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____
as

Surety, a California admitted surety insurer, are held and firmly bound unto the Capistrano Unified School District, hereinafter called the District, in the sum of **one hundred dollars (\$100)** of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20__, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by the District, enter into a written contract with the District, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the District, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the District.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of ____, 20____, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

VI. BID FORM

Name of Bidder: _____
To: Capistrano Unified School District, acting by and through its Board of Trustees , herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 2223-03 Electrical, Fire Protection, and Low Voltage Systems Services

All in strict conformity with the Bid Documents, including Addenda No _____, _____, _____, and _____, on file at the office of the Purchasing Department of said District.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete in full, for each category. **Any item not completed on the Bid Form, will be presumed as a "No Bid" and not eligible for award consideration.**
- **Award of bid, to the lowest responsive and responsible bidder, will be determined by weighted percentage of each category with job scenarios provided at bid opening.**

ELECTRICAL CATEGORY - LABOR		WEIGHTED PERCENTAGE – 60%			Second Shift Rate
Item #	Hourly Labor Rates (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Per Hour	Mon-Fri 2:30PM – 12:00AM (Minimum 40 hours of work)
1	Foreman	\$	\$	\$	\$
2	Inside Wireman Technician	\$	\$	\$	\$
3	Maintenance Electrician	\$	\$	\$	\$
4	Apprentice	\$	\$	\$	\$
5	Laborer	\$	\$	\$	\$
6	Lighting Maintenance Service Person	\$	\$	\$	\$

ELECTRICAL CATEGORY – MATERIAL and, SUBCONTRACTOR		WEIGHTED PERCENTAGE 25%
Item #	Description	Percentage To Be Added
7	Total percentage (%) to be added to cost of materials	%
8	Total percentage (%) to be added to cost of subcontractor proposals	%

ELECTRICAL CATEGORY – EQUIPMENT		WEIGHTED PERCENTAGE 15%
Item #	Description	Price per Hour
9	Backhoe with operator – must include gas, transportation, trailer, etc.	\$
10	Temporary Power	\$
11	Crane with operator – must include gas, transportation, trailer, etc.	\$

FIRE PROTECTION CATEGORY - LABOR		WEIGHTED PERCENTAGE – 65%			Second Shift Rate
Item #	Hourly Labor Rates (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Per Hour	Mon-Fri 2:30PM – 12:00AM (Minimum 40 hours of work)
1	Foreman	\$	\$	\$	\$
2	Apprentice	\$	\$	\$	\$
3	Sound Installer	\$	\$	\$	\$
4	Sound Technician	\$	\$	\$	\$

FIRE PROTECTION CATEGORY – MATERIAL and, SUBCONTRACTOR		WEIGHTED PERCENTAGE 35%
Item #	Description	Percentage To Be Added
5	Total percentage (%) to be added to cost of materials	%
6	Total percentage (%) to be added to cost of subcontractor proposals	%

LOW VOLTAGE CATEGORY – LABOR M&O		WEIGHTED PERCENTAGE – 50%			Second Shift Rate
Item #	Hourly Labor Rates (Portal to Portal)	Straight Time Per Hour	Overtime Per Hour	Weekend/Holiday Per Hour	Mon-Fri 2:30PM – 12:00AM (Minimum 40 hours of work)
1	Foreman	\$	\$	\$	\$
2	Apprentice	\$	\$	\$	\$
3	Telecommunications Technician	\$	\$	\$	\$
4	EST-Sound Installer	\$	\$	\$	\$
5	Sound Technician	\$	\$	\$	\$

LOW VOLTAGE CATEGORY – LABOR TIS		WEIGHTED PERCENTAGE – 30%			Second Shift Rate
Item #	Date Drop Rate	Straight Time Per Drop Rate	Overtime Per Drop Rate	Weekend/Holiday Per Drop Rate	Mon-Fri 2:30PM – 12:00AM (Minimum 40 hours of work)
1	Data Drop: Wireless/WAP				
1A	Single	\$	\$	\$	\$
1B	5+ at the same site	\$	\$	\$	\$
2	Data Drop: Wired Wall				
2A	Single	\$	\$	\$	\$
2B	5+ at the same site	\$	\$	\$	\$

LOW VOLTAGE CATEGORY – MATERIAL and, SUBCONTRACTOR		WEIGHTED PERCENTAGE 20%
Item #	Description	Percentage To Be Added
6	Total percentage (%) to be added to cost of materials	%
7	Total percentage (%) to be added to cost of subcontractor proposals	%

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is emailed, mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District

the Agreement and will also furnish and deliver to the District the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the District. It is understood that should bidder fail or refuse to return these documents as required by the District, the bid security shall be forfeited to the District. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, after Board approval and District's issuance of Purchase Order, and shall be completed by the bidder in the time specified by the District.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the email address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class _____, Class _____, Class _____, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the District at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. The Information Required of Bidder form has been fully completed and is attached hereto.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Email Address: _____

Partnership Name: _____

Signed by: _____

 Print Name: _____

 Date: _____

 Business Address: _____

 Telephone: _____

 Other Partner(s): _____

 Email Address: _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____

Bid Form
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Signed by: _____, President,

Date: _____

Print Name: _____, President

Signed by: _____, Secretary,

Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Email Address: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Email Address: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Email Address: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No. _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

- (5) Have you ever been licensed under a different name or different license number?
Yes _____ No _____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

(7) Number of years as a contractor in this type of construction work: _____

(8) Person who inspected work site:

Name and Title: _____

Date of Inspection: _____

(9) How many years' experience have you had in school construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

(10) How many years' experience have you had in public construction work?

(a) as a general contractor? _____

(b) as a subcontractor? _____

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

(12) Have you ever been barred from bidding on any school or public construction project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details _____

(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

- (14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes ____ No ____ If the answer is “Yes,” give dates, names, and addresses of public agency and details. _____

- (15) Have you ever brought any claim(s) against a public agency? Yes ____ No ____ If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome.

- (16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes ____ No ____ If the answer is “Yes,” provide name of public agency and details. _____

- (17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes ____ No ____ If the answer is “Yes,” provide name of public agency and details. _____

- (18) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	()
_____	_____	()
_____	_____	()

- (19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District or Architect?

Yes ____ No ____ If so, please elaborate.

- (20) List at least five (5) of your most recent school construction projects.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

- (21) Are you currently under contract for another project? Yes ____ No ____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(22) Are there projects not listed above that will be undertaken during the duration of District's Project? Yes _____ No _____ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(23) Additional information required: _____

(24) List of References - Public construction projects of similar nature in a school/community college/university within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____
Address and Telephone: _____

5. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
Architect: _____
Architect's Address and Telephone: _____

DSA or public agency inspector: _____
Address and Telephone: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Capistrano Unified School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as

_____;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for fifty percent (50%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ (__) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of _____ (__) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT'S obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT'S objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Bid Documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Bid Documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT'S reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone
No. and Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Capistrano Unified School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as _____

_____;

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for fifty percent (50%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of agent or
representative in California,
if different from above)

(Telephone and facsimile number of
Surety or agent or representative
in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this ____ day of _____, 20____.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By:

Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By:

Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

AGREEMENT

THIS AGREEMENT, dated _____, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1617-07 ELECTRICAL, FIRE PROTECTION, AND LOW VOLTAGE SYSTEMS SERVICES** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Bid Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Bid Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Bid Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced after Board approval and DISTRICT'S issuance of Purchase Order and shall be completed as determined by District. The initial term of this agreement will be for one year, with two (2) one year renewal periods, upon mutual agreement, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Board of Trustees, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its Board of Trustees members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Bid Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Bid Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in the General Conditions, under Insurance, items A, B, C, D, and E. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
--	-----------------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
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Property Damage Insurance in an amount not less than	\$1,000,000.00
---	-----------------------

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

11. Labor Compliance Program: The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this agreement.

Each Bidder will need to comply with Senate Bill 854 ("SB854") including, but limited to, registration with California Department of Industrial Relations ("DIR"). The DIR's website is <http://www.dir.ca.gov>. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney. Copies of the wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for this bid.

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Board of Trustees of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form
3. _____ Information Required of Bidder
4. _____ Contractor's Certificate Regarding Workers' Compensation
5. _____ Noncollusion Declaration
6. _____ Faithful Performance Bond
7. _____ Payment Bond
8. _____ Agreement

Bid No. 2223-03 Electrical, Fire Protection,
and Low Voltage Systems Services
Capistrano Unified School District

9. _____ Guarantee
10. _____ Drug-Free Workplace Certification
11. _____ Certification by Contractor Criminal Records Check
12. _____ Contractor's Certificate Non-Asbestos Containing Materials
13. _____ Tobacco Use Policy
14. _____ Conflict of Interest
15. _____ Compliance With Safety Regulations
16. _____ Attestation of Compliance
17. _____ Workers' Compensation Certificate
18. _____ Certificate Of Liability Insurance
19. _____ W-9 Form
20. _____ Vendor Information Form

CONTRACT TERM

The terms of this base contract is for one year beginning _____, through _____, with four (1) one-year renewal periods, upon mutual agreement, for a total contract term not to exceed 60 months.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Bid Documents and that the work as installed will fulfill the requirements included in the Bid Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one year (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the District to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

OTHER REQUIRED DOCUMENTS

- **Drug-Free Workplace Certification***
- **Certification by Contractor Criminal Records Check***
- **Contractor's Certificate Regarding Non-Asbestos Containing Materials***
- **Tobacco Use Policy***
- **Conflict of Interest***
- **Compliance With Safety Regulations***
- **Attestation of Compliance****
- **Workers' Compensation Certificate****
- **Certificates of Liability Insurance****
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with "Sample"
- **W-9 Form****
- **Vendor Information Form****

***Must be completed and submitted with bid – No exceptions**

****Will be executed by successful bidder after award of bid, but before contract award is effective.**

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Capistrano Unified School District:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees ☐ will **OR** ☐ will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title: _____

Address: _____

Telephone: _____

Email Address: _____

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

**(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN
CONTACT WITH PUPILS)**

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Lynh N. Rust at lnrust@capousd.org and at 949-234-9441.

**CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS**

Certification for _____. We hereby certify that no Asbestos or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _____ which we have installed in the Capistrano Unified School District under Bid No. 1617-07.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date

Name of Contractor

By: _____
Signature

Print Name

Title

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

CONFLICT OF INTEREST

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by the District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of District did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each District position held?

- f. What was your last date of employment?

2. Do any Board of Trustees Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

- a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by the District? [Yes] [No].
If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

COMPLIANCE WITH SAFETY REGULATIONS

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at the CONTRACTOR'S risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

(b) CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported in writing to District by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR'S expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by District. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the District.

(d) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(e) CONTRACTOR shall (unless waived by the District in writing):

- (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by District.
- (4) When directed by District, take preventive measures to eliminate objectionable dust.
- (5) Enforce all instructions of District regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

Date

Name of Contractor

By: _____

Print Name

Title

CONTRACTOR ATTESTATION OF COMPLIANCE

MANDATORY VACCINATION VERIFICATION/WEEKLY TESTING OF CONTRACTED WORKERS PROVIDING SERVICES AT CAPISTRANO UNIFIED SCHOOL DISTRICT

**Please complete and sign this form and submit via e-mail to your CUSD District contact
and Cara Bran, Human Resource Services at cbbran@capousd.org.**

CONTRACTOR NAME: _____

AGREEMENT/PURCHASE ORDER #: _____

NAME OF PERSON MAKING THIS ATTESTATION: _____

TITLE OF PERSON MAKING THIS ATTESTATION: _____

On behalf of the Contractor named above, the undersigned hereby attests:

I/Contractor have read, understand, and will comply with the District's Vaccine Verification/Testing Policy as outlined in its October 2021 correspondence and the State Public Health Officer Order of August 11, 2021, with regard to employees of the Contractor providing services at District sites and facilities.

Initial: _____

I/Contractor have verified the vaccination status of all employees who provide services at District sites and facilities using one of the following methods of proof:

- a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card²) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- b. A photo of a Vaccination Record Card (front and back) as a separate document; OR
- c. A photo of the worker's Vaccination Record Card (front and back) stored on a phone or electronic device; OR
- d. Documentation of COVID-19 vaccination from a health care provider that includes the patient's name, vaccine date(s), and vaccine type; OR
- e. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

² "WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

Initial: _____

I/Contractor attest that any employee associated with Contractor who has not provided proof of full vaccination as described above is undergoing weekly COVID-19 diagnostic screening testing in accordance with the District's Vaccine Verification/Testing Policy, for which the Contractor collects, monitors, and documents weekly test results.

Initial: _____

I/Contractor attest that no employee associated with Contractor will work or visit any District site or facility who is not fully vaccinated or who has not received a negative COVID-19 test within one week of the visit.

Initial: _____

I, the person/official named below, attest under penalty of perjury under the laws of the State of California, that I am duly authorized to legally bind Contractor and that the attestation, statements, and assertions indicated above are true and correct.

AUTHORIZED SIGNATURE: _____

DATE EXECUTED: _____



Capistrano Unified School District
San Juan Capistrano, California

WORKERS' COMPENSATION
CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

Date: _____

Name of Consultant or Company: _____

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	\$1,000,000 minimum limit per occurrence \$2,000,000 minimum general aggregate
--	---

Automobile Liability:	\$1,000,000 minimum limit per occurrence
-----------------------	--

Workers' Compensation: Employers' Liability:	As required by the California Labor Code \$1,000,000 minimum limit
---	---

Fire Insurance	100% of contract amount
----------------	-------------------------

For all insurance coverages provided by Vendor, the following terms apply:

- G. Any deductibles or self-insured retentions shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- H. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- I. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

- J. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and the District" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to the District, until final inspection and acceptance thereof.
- K. The general liability, automobile liability and fire insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Vendor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Education. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its subsidiaries, officials, employees and The Board of Education.
 2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects the District, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees and The Board of Education shall be excess of the Vendor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- L. The Description of Operations" section must include the following: The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The Vendor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

See the following example.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NOT-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CAPISTRANO UNIFIED SCHOOL DISTRICT,
ITS OFFICERS, BOARD MEMBERS,
OFFICIALS, EMPLOYEES, AGENTS AND
VOLUNTEERS
33122 VALLE RD
SAN JUAN CAPISTRANO, CA 92675

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II is amended to include as an insured the person or organization show in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (S=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Also file account's maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Capistrano Unified School District
Vendor Information Form**

Contracts & Purchasing
March 2020

In order to process any type of payment and issue a purchase order, your organization or company information must be added or verified in our system. Please complete this Vendor Information form and return promptly via email to Priscilla Bernal at prbernal@capousd.org. If further assistance is needed, please contact us at (949) 234-9441.

PLEASE PRINT OR TYPE

Company/Organization Name: _____

Other Names(s) Organization is "Doing Business As" (DBA): _____

Company/Organization service or commodity: _____

Company/Organization Primary Telephone Number: _____

Company/Organization Fax Number: _____

Does your company/organization accept Purchase Orders? _____

Email address to send Purchase Orders to: _____

Mailing Address	Remit Address (if different from mailing address)
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Attention To: _____	Attention To: _____

Accounts Receivable Primary Telephone Number: _____

Accounts Receivable Primary Contact Name: _____

Title: _____ Email: _____

Is your Company a Corporation? (If other, please specify): _____

Provide One of the Following: Federal Tax I.D.: _____ Employer I.D.: _____

If entity is a sole proprietor/individual, then please provide:

Social Security No.: _____ Name (as it appears on SS ID card): _____

W-9 FORM (Rev. October 2018) MUST ACCOMPANY THIS VENDOR INFORMATION FORM

For all Public Works Projects (Pursuant to Labor Code 1725.5 & 1771.1) [all](#) contractors and subcontractors intending to bid or perform work on a public works project are mandated to annually register with the Department of Industrial Relations (DIR).

Contractor DIR Registration No.: _____

Contractor License No.: _____ Expiration Date: _____

Contractor License Type(s): _____

GENERAL CONDITIONS

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (“DIR”): Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project.

Each contractor and subcontractor bidding on this project must register with the DIR. Each contractor and subcontractor will be required to pay an initial set up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00). The DIR’s website is <http://www.dir.ca.gov>. Proof of such registration must be provided to District.

Contractors and subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement, (iv) no state of Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a contractor or subcontractor can still qualify by paying for applicable penalty). Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney.

Subject to certain limitations, each contractor and subcontractor may be required to comply with California labor Code §1776 (which require the submission on certified payroll records). These records, if required, will need to be submitted on a monthly basis to the California Labor Commissioner. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this project and, if needed, should consult with an attorney.

BONDS: Contractor shall furnish a surety bond, as security, a satisfactory Faithful Performance Bond not less than \$80,000 if awarded the electrical category, \$80,000 if awarded the fire protection category, and/or \$80,000 if awarded the low voltage category, furnish a separate and satisfactory Payment Bond in the same corresponding amount as security for payment to persons performing labor and furnishing materials in connection with this Project. **Bonds shall be on the form set forth in this Bid Document.** The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded.

The required Faithful Performance Bond and Payment Bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to each of the corresponding amounts.

EQUIPMENT AND LABOR: Contractor shall furnish all labor, materials and equipment necessary to complete the project in accordance with the approved plan and/or specifications. Where practical, "Standard Specifications for Public Works Construction" will apply.

DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.

FORCE MAJEURE CLAUSE: Parties to the contract shall be excused from performance thereunder during the time and to the extent that they were prevented from obtaining or performing by act of "God, fire, strike, loss" or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in the 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.

SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor shall be subject to the approval of the District, Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate California Worker's Compensation and appropriate liability insurance.

PREVAILING WAGE RATES: Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code. Copies of the prevailing rate of per diem wages are on file at the appropriate office of the District. The Contractor must post these rates at the job site and/or similar as required by law in addition to requirements as specified on individual contract(s).

APPRENTICEABLE OCCUPATIONS: Contractor shall be responsible for compliance with Labor Code for all apprenticeship occupations.

PAYROLL RECORDS: Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor, in connection with the public work. Such records shall be certified and available for inspection at reasonable hours at the Contractor's principal place of business as required by Labor Code.

COMPLIANCE WITH SAFETY REGULATIONS: It shall be the responsibility of the Contractor to perform all activities incident to this project in a manner consistent with applicable safety standards and to insure that all completed and in process work satisfies safety standards. Contractor is also responsible for obtaining District's rules and regulations pertaining to safety and security, including driving on school grounds, particularly when children are present.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life, work of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act to prevent such threatened loss or injury.

ASBESTOS: Contractor shall not use or allow any subcontractor to use any materials containing asbestos.

HAZARDOUS MATERIAL AND MATERIAL SAFETY DATA SHEETS: In the event the Contractor encounters (during the scope of work as specified by individual contract or specifications), material believed to be asbestos, polychlorinated biphenyl (PCB), or any other identified or non-identified potentially hazardous material (which has not been rendered harmless and is labeled as such), Contractor shall immediately stop work in the area affected and report the condition to the District. The work in the affected area shall not continue or be resumed except by written direction of the District and by agreement by the Contractor. Contractor is required to ensure Material Safety Data Sheets are available, employees are trained in the use of MSDS, and MSDS are in a readily accessible place at the work site. This is required for any material that has an associated Material Safety Data Sheet per the Federal "Hazard Communication" standard or employees' Right-to-Know laws. Contractor is also required to ensure proper labeling and training on any substance brought onto the job site and ensure that any person working with the material (or has the possibility of exposure by use of the material or contact with the material), is informed of the possible and/or real hazards of the substance, and follows proper handling and protection procedures.

HOLD HARMLESS: Contractor shall save, defend hold harmless, and indemnify the District against any and all liability claims. This includes but is not limited to; cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of the occupation, use, service, operation, or performance or work (under the terms of this contract or specifications as presented via District Purchase Order), resulting in whole or in part from the negligent acts or omissions of Contractor and/or subcontractor, or any employee agent, or representative of Contractor and/or subcontractor.

INSURANCE: Contractor shall not commence work without first obtaining all insurance required under this heading from a company or companies acceptable to the District. The Contractor shall not allow any subcontractor to commence work until all appropriate insurance required of the subcontractor has been obtained and properly provided to the District. The Contractor shall take out and maintain at all times during the life of the contract (or as specified via District Purchase Order) the following policies of insurance:

- A. Workers' Compensation Insurance. The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance for all his/her employees. Contractor shall require all subcontractors employed by him/her on the contract to

maintain such insurance as will protect such subcontractors from claims under Worker's Compensation Acts.

In case any class of employee is not protected under the Worker's Compensation Statute for any reason, the Contractor shall provide adequate coverage as shall be necessary to the District for the protection of such employees not otherwise protected.

- B. Contractor shall obtain and provide to the District required evidence of said insurance prior to commencing the work and maintain, during the life of the contract, Contractor's Bodily Injury and Property Damage Liability Insurance in the amount of One-million dollars (\$1,000,000.00) combined single limit. The liability insurance shall include personal injury liability, broad form liability, contractual liability, and completed operations/products liability. The insurance policy must be an 'occurrence' type; a 'claims-made' policy will not be acceptable.
- C. Insurance Covering Special Hazards. When automobiles, trucks or other contractors' equipment are used in connection with this work, these special hazards shall be covered by riders to the above mentioned Public Liability Insurance and Property Damage Insurance policies, or by special policies of insurance in the same amount. Automobile Liability Insurance shall provide non-owned auto liability coverage for employer non-ownership and hired autos.
- D. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and the District" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to the District, until final inspection and acceptance thereof.
- E. Except for California Workers Compensation Insurance, District shall be named as an additional insured on all policies of insurance hereunder and shall be furnished a thirty (30) day written notice prior to reduction in coverage or cancellation.

WORKERS:

- A. Contractor shall at all times enforce strict discipline and good order among Contractor's employees. Contractor and subcontractor shall not employ any person or anyone not skilled (or unfit, unqualified), in assigned work.
- B. Any person in the employ of the Contractor, whom the District may deem incompetent or unfit, shall be dismissed from the work and shall not again be employed on the project except with written consent of the District.

FINGERPRINTS: Contractor shall comply with the fingerprinting and criminal background investigation requirements of the California Education Code. Contractor shall comply with all the California Department of Justice fingerprinting requirements.

SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.

CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the Contract, Contractor is an independent contractor and not an officer, employee or agent of District, by direction or inference.

PERMITS AND LICENSES: Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the project.

ACCESS TO WORK: District representatives shall at all time have access to work, wherever it is, in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: District reserves the right to occupy buildings or facilities at any time before contract completion. Such occupancy shall not constitute final acceptance of any part of work covered by this contract nor shall such occupancy extend the specified date for completion.

CHANGES: No changes or alterations to this contract shall be made without specific prior written approval by District.

ASSIGNMENT: No assignment of this Contract shall be made without the prior written approval of District.

WARRANTY: Contractor will be required to warranty all work and equipment supplied in the contract for a minimum one year period from date of final acceptance.

BRAND OR TRADE NAMES: Attention of the Contractor is directed to the Government Code, which must be complied with as to brand or trade name products. Whenever in the specifications brand or trade name products are specified in writing, the words 'or approved equal' are to be assumed included. Exact compliance with specified brand or trade name products is required unless the District issues a written amendment. All requests to substitute must be in writing directed to the District's applicable representative. Contractor must provide for District's approval, the brand name, model number (including drawings and specifications) or other relative information on any proposed product or equipment to be supplied by the Contractor.

PAYMENT: Payment for work will be made in a lump sum upon acceptable completion (unless specified otherwise by agreement in writing or under special conditions in writing) and approval by the District. When each job is completed, the Contractor shall provide the District with a work ticket showing the materials installed, the time (beginning and ending) required to

do the work, and the date the work was done; no payment will be made for travel time to and from the job site. This work ticket must be signed by the Director of Maintenance and Operations, or his fully authorized agent, and must be submitted along with one copy of the itemized invoices for payment by the Capistrano Unified School District. Your proposal and invoices must match the line items on the bid price sheet for audit purposes.

ANTI-DISCRIMINATION: It is the policy of the Capistrano Unified School District Board of Trustees that in connection with any and all work and/or services performed under Public Works and Construction contracts, there will be no discrimination against any employee, company or individual or group of individuals, because of race, color, ancestry, sex, age, national origin, or religious belief. Therefore, the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, California Fair Employment Practice Act, and/or Labor Code, or any code where anti-discrimination language occurs. In addition, Contractor agrees to require like compliance by all subcontractors.

DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) Termination for Cause. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT'S intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT'S satisfaction.

(b) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence

performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

(c) The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR'S default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

(d) Non-appropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the CONTRACTOR'S overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

CLEAN UP: Debris shall be regularly removed from the premises. The job site shall be free of any and all debris at all times when work is not actually being performed. Upon completion, all debris and containers shall be removed and the work site left clean.