

ORANGE UNIFIED SCHOOL DISTRICT
726 W COLLINS AVE ORANGE CA 92867

CONSTRUCTION SERVICES AGREEMENT
For CUPCAA Construction, Maintenance, and Repair Projects Up to \$75,000
Contract/Purchase Order Number _____

THIS CONSTRUCTION SERVICES AGREEMENT (“Contract”) is made and entered into on _____
by and between **ORANGE UNIFIED SCHOOL DISTRICT**, (“District”) and _____ (“Contractor”).

In consideration of the mutual covenants set forth herein, the Contractor and the District agree as follows:

1. Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and materials to perform all necessary work at the times and places directed by and approved by the **DISTRICT** for an amount _____ for the following (“Work” or “Project”): _____, at _____ (“the Site”).
2. Contractor must possess throughout the Project a Contractor’s License Class _____, issued by the State of California, which must be current and in good standing.
CSLB Number: _____ Expiration Date: _____ DIR Registration No.: _____
3. Contractor shall commence and complete Work on dates indicated in the Purchase Order (the “Contract Time”).
4. Contractor will pay District the sum of \$250.00 per calendar day for each and every day of delay beyond Contract Time as liquidated damages and not as a penalty or forfeiture (T&C, #40).
5. District shall inspect the Work and if approved, District will may payment according to Payment (T&C, #18).
6. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District’s written approval of the Work (T&C, #21).
7. Contract Documents consists of the documents listed below:

Contract with Terms and Conditions	Workers’ Compensation Certificate (T&C, #38)
Work Scope, Specifications (Exhibit A)	List of Subcontractors (T&C, #3)
Contractor’s Proposal / Quote (Exhibit B)	Background Check/Fingerprinting (T&C #35)
Purchase Order	Alcohol & Tobacco Free Certification
Change Orders (T&C, #5, if applicable)	Lead-Based Materials (T&C, #36)
	100% Payment (T&C, #39, if a project >\$25,000.00)

Insurance Certificates and Endorsements (T&C, #32)
Per Project Mins: CGL \$2,000,000; Products & Completed Operations \$4,000,000;
Auto \$1,000,000; Excess \$4,000,000;
Workers Comp=Statutory; Employer’s liability \$1,000,000;
Orange Unified School District as additional insured;
include **Contract/Purchase Order Number and Project Description on the Certificate of Insurance.**
8. District Terms and Conditions shall prevail; Contractor’s Terms and Conditions are null and void.
9. Contractor acknowledges its receipt and review of Contract Documents; based upon this review, Contractor confirms Work can be completed for the Contract Price and within the Contract Time.
10. This Contract is being let in accordance with the requirements of the California Uniform Public Construction Cost Accounting Act (“CUPCAA”) set forth in Public Contract Code section 22000 et seq. Contractor shall comply with any requirements set forth in CUPCAA including all guidelines and requirements in the current Cost Accounting Policies and Procedures Manual.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the District and the Contractor have executed this Contract as of the date set forth above.

CONTRACTOR

DISTRICT

Company Name: _____

Orange Unified School District

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

TERMS AND CONDITIONS

1. **DEFINITIONS:** “Work” or “Services”: All work and services that the Contractor must perform pursuant to this Contract. “Site”: The site(s) at which the Work must be performed. “Parties”: The District and the Contractor.

2. **SITE EXAMINATION:** Contractor has examined the Site and: (1) accepts all measurements, specifications and conditions affecting the Work to be performed and (2) warrants that it has examined the Site to the extent it deems necessary for accessibility for materials, workers and utilities, and for protection of existing surface and subsurface improvements. No claim as to undiscovered conditions on the Site will be allowed.

3. **SUBCONTRACTORS:** Contractor shall submit to the District in writing a list of any subcontractors engaged by the Contractor for any Work for the District’s approval. Contractor agrees to bind every subcontractor by the terms of this Contract, including, without limitation, indemnification, insurance, and warranty requirements. Contractor shall be fully responsible to District for the Work of its subcontractors and persons directly or indirectly employed by them. The Contract shall not create any contractual relationship between any subcontractor and District.

4. **TERMINATION:** a. Termination for Cause: The District may terminate the Contractor and/or this Contract for the following reasons: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently or repeatedly is absent, without excuse, from the job site; fails to make payment to subcontractors, suppliers, materialmen, etc.; persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; falls behind on the Project and refuses or fails to undertake a recovery schedule; if the Contractor has been debarred from performing work; becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; Contractor or any of its subcontractors are not properly registered with the Department of Industrial Relations (“DIR”) at all times; or is otherwise in breach of a provision of the Contract Documents. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor written notice of five (5) days, terminate the Contractor and/or this Contract. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Project is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor. If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for services and expenses made necessary thereby, such excess shall be paid to the

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25914613.1

Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified upon application. This payment obligation shall survive completion of the Contract.

5. b. Termination for Convenience: District may terminate the Contract upon five (5) days’ written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District’s interest to complete the Project. In such case, the Contractor shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1).

6. **CHANGE IN SCOPE OF WORK:** District shall not accept any change in the scope of Work, performance method, materials, price, or any other matter affecting the Work unless District approves the change in advance by a written, executed change order. Contractor agrees that District may request changes, reductions, or additions to the Work. The Contract Price shall be adjusted by reasonable valuations of the cost. Contractor shall provide District with all information to substantiate the cost whether the Work will be done by Contractor or a subcontractor. Prior to approval of a change order, Contractor shall submit any request for a time extension, if any, and all information substantiating its claim for delay, if any. If Contractor fails to submit a time extension request or all supporting information, it shall have waived any extension.

7. **WORKERS:** Contractor shall enforce discipline and order among employees performing the Work and shall not employ any person who is unfit or unskilled in assigned Work. Contractor shall dismiss and not reemploy any person whom District deems incompetent or unfit.

8. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost, without reimbursement from the District, any work necessary to correct errors or omissions caused by Contractor’s failure to comply with the standard of care required herein.

9. **SUBSTITUTIONS:** No substitutions of material shall be made without District’s prior written approval.

TERMS AND CONDITIONS

10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent full-time supervision of personnel on the Site and of equipment use.

11. **CLEAN UP:** Contractor shall remove all debris. Contractor shall keep the Site in order at all times when Work is being performed and shall maintain the Site in a reasonably clean condition.

12. **ACCESS TO WORK:** Contractor shall provide the District safe and proper access to all Work at all times.

13. **SAFETY; PROTECTION OF WORK & PROPERTY:** Contractor shall maintain safety in the performance of the Work and shall erect and maintain, as required by conditions and progress of Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of Work or property, Contractor may act to prevent loss or injury. Contractor shall ascertain from District all rules and regulations about safety, security, and driving on school grounds. Contractor shall comply with all legal requirements for any trenching or excavation work and all laws related to hazardous waste as defined in Health & Safety Code § 25117.

14. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer any of its rights, burdens, duties, or obligations under the Contract without District's prior written consent.

15. **TIME IS OF THE ESSENCE:** Time is of the essence in each Contract provision and condition.

16. **OCCUPANCY:** District may occupy buildings before Contract completion and occupancy shall not constitute acceptance of any Work, nor shall occupancy extend the Contract completion date.

17. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, and volunteers ("Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions ("Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from performance of the Contract unless Claims are caused by the sole or active negligence or willful misconduct of the Indemnified Parties. District may reject any legal representation that Contractor proposes to defend District.

PAYMENT: Unless otherwise specified, Contractor shall submit an invoice for materials or Work under the Contract. District shall make payment for materials, supplies or Work in a lump sum within thirty (30) days of: (1) completion of Work, and (2) delivery to and approval by authorized District agents of all invoices and evidence required by District. District may deduct from payment amounts to protect District from loss because of: (1) liquidated damages as of date of payment application; (2) sums spent by District performing Contractor's obligations; (3) defective Work not remedied; (4) stop notices; (5) doubt that the Work can be completed for the unpaid Contract balance or by the scheduled completion date; (6) unsatisfactory Contractor Work; (7) unauthorized deviations from Contract; (8) Contractor failure to maintain or submit timely, sufficient documentation; (9) false estimates of the value of Work performed; (10) expenses, losses, or damages, determined and incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District may recover from Contractor under the Contract or state law, including Labor Code § 1727. District's failure to deduct from a progress payment shall not waive District's right to such sums. District shall retain 5% from all payments as retention.

18. **PERMITS & LICENSES:** Contractor and its employees, agents, and subcontractors shall maintain in force, at Contractor's sole cost, all licenses, DIR registration, and permits required for furnishing the materials, supplies, or Work.

19. **INDEPENDENT CONTRACTOR STATUS:** While carrying out the Work, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of District. Contractor is solely responsible for its Worker's Compensation insurance, taxes, and similar obligations. Contractor is liable for its actions, including negligence, gross negligence, and acts or omissions of its agents or employees.

20. **ANTI-DISCRIMINATION:** In connection with any District Contract, there shall be no discrimination against any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor agrees to comply with applicable laws including, but not limited to, the California Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and Labor Code § 1735. Contractor shall require like compliance by all subcontractor(s).

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21. **WARRANTY/QUALITY:** Unless specified otherwise, Contractor, manufacturer, or their assigned agents shall guarantee workmanship, products or Work against defects or failures for a minimum of one (1) year from filing of Notice of Completion or acceptance of Work by final payment or other written form. All Work shall be performed to the standard of care of entities performing similar work for California school districts in or around the same geographic area of the District and all workmanship and merchandise must comply with California energy, conservation, environmental, and educational standards.

22. **CONFIDENTIALITY:** Contractor shall maintain confidentiality of all information, documents, procedures, and other items Contractor encounters while performing Work to the extent allowed by law. This requirement shall survive expiration or termination of the Contract and includes student, parent, and disciplinary information.

23. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinances, rules and regulations concerning the Work ("Laws"). If Contractor observes that any Work varies from any Laws, Contractor shall notify District, in writing, and, at District's sole option, any necessary changes to the scope of Work shall be made by written change order, or the Contract shall be terminated upon Contractor's receipt of District's written termination notice. If Contractor performs any work that is in violation of Laws, without first notifying District, Contractor shall bear all costs.

24. **DISPUTES:** In the event of a dispute between the Parties as to performance of Work, Contract interpretation, or payment, the Parties shall attempt to resolve the dispute by the procedures set forth in Public Contract Code § 9204 which are hereby incorporated herein by reference. Pending resolution of the dispute, Contractor shall neither rescind the Contract nor stop Work

25. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) assign to District all rights, title, and interest to all causes of action under § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to a contract or subcontract. This assignment shall become effective when District tenders final payment to Contractor, without further acknowledgment.

26. **GOVERNING LAW:** The Contract shall be governed by and construed in accordance with California laws with venue in the District's County.

27. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Every provision required by law to be in the

Contract shall be deemed to be inserted and the Contract shall be read and enforced as though included.

28. **BINDING CONTRACT:** The Contract shall be binding upon the Parties and their successors and assigns, and inure to the benefit of the Parties' successors and assigns.

29. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant ("Term") or of a breach of any Term shall not constitute waiver of any other Term or of a breach of any other Term.

30. **INVALID TERM:** If a Court determines any Contract term to be illegal, invalid or unenforceable ("Illegal Term"), the legality of the remaining terms shall not be affected, and the Illegal Term will not be part of the Contract.

31. **ENTIRE CONTRACT:** This Contract and the documents expressly incorporated herein set forth the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties concerning the subject of this Contract. Where a conflict exists between provision(s) in a District-prepared form of agreement that is expressly incorporated into this Contract, the provision(s) of that agreement shall control. In all other instances where a conflict exists between the provision(s) of this Contract and an incorporated document including, but not limited to, the Contractor's proposal/quotation, the provision(s) of this Contract shall govern and control.

32. **CONTRACTOR'S INSURANCE:** Unless specified otherwise, Contractor shall have in force, and throughout the Work shall maintain with the minimum limits, the following insurance:

- a. Commercial General Liability insurance: \$2,000,000 for each occurrence and \$4,000,000 general aggregate with Products and Completed Operations Coverage;
- b. Automobile Liability—Any Auto: combined single limit of \$1,000,000;
- c. Excess Liability insurance: \$4,000,000;
- d. Workers Compensation: Statutory limits; and Employers' Liability: \$1,000,000.
- e. Contractor shall provide certificate(s) of insurance and endorsements satisfactory to District. Policies shall not be modified or terminated and coverage amounts shall not be reduced without thirty (30) days written notice to District. Except for worker's compensation insurance, District, Architect, and the Project Manager (if applicable) shall be named as additional insured(s) on all policies.
- f. Contractor's policy(ies) shall be primary; insurance carried by District shall be secondary. Contractor shall not allow any subcontractor, employee, or agent to

TERMS AND CONDITIONS

commence Work until required insurance has been obtained.

33. **DELIVERIES.** Unless otherwise indicated in the Contract, the delivery of all materials, equipment, supplies, or other items related to the Work shall be (1) part of the Contract Price; (2) delivered by Contractor at no additional cost to the District, (3) accompanied by all necessary MSDS(s).

34. **LABOR CODE REQUIREMENTS:** If the Contract Price is more than \$1,000, and the Work is a “public works” as defined in the Labor Code including, without limitation, §§ 1720 - 1720.6 and 1771 then this subsection applies. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4. Contractor shall comply with all applicable provisions of Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.) and California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.) Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Copies of the prevailing rate of per diem wages are on file with the District and available on the DIR website. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code § 1776 directly to the Labor Commissioner in accordance with Labor Code § 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

35. **BACKGROUND/FINGERPRINTING:** Contractor shall meet applicable fingerprinting and criminal background investigation requirements of Education Code §§ 45125.1 or 45125.2. Contractor shall execute an applicable Fingerprinting/Criminal Background Investigation Certification.

36. **LEAD-BASED MATERIALS:** Pursuant to the Lead-Safe Schools Protection Act (Ed. Code § 32240 et seq.) and other applicable laws, Contractor shall not use lead-based

paint, lead plumbing and solders, or other lead sources. Only trained, state-certified contractors, inspectors and workers shall undertake action to abate existing lead risk factors. Contractor shall execute an applicable Lead-Based Paint Certification.

37. **DISABLED VETERAN BUSINESS ENTERPRISES:** Not applicable.

38. **WORKERS' COMPENSATION:** Contractor shall meet applicable codes including Labor Code § 3700. Contractor shall execute an applicable Workers' Compensation Certificate.

39. **PAYMENT BOND:** Contractor shall not commence Work until it has provided to District, in the form provided by the District, a Payment (Labor and Material) Bond in an amount equivalent to 100% of the Contract Price issued by an admitted surety as defined in Code of Civil Procedure § 995.120.

40. **LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum referenced in section 4. of the Construction Services Contract per calendar day for each and every day of delay beyond the Contract Time as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

EXHIBIT A
Scope of Work, Specification, Drawings, Schedule
(attach)

District to check one:

Refer to CSA section 1 above

Attach SOW

Enter text below

EXHIBIT B
Contractor's Proposal/Quote and Rate Sheet
CLSB License and DIR Registration
(attach)

SECTION 00 45 26 WORKERS' COMPENSATION CERTIFICATION
[Submit with Signed Contract]

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

Company Name: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

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 submitted with the Contractor's bid.

END OF SECTION

SECTION 00 43 36 DESIGNATED SUBCONTRACTORS

[Submit with Signed Contract, if Subcontractor Work is > 0.5% of total Contract Price]

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, Contractor shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specification, as may be included, in an amount in excess of one-half of one percent of the Contractor's total contract price; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this contract. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total contract price, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion of the work.

No Contractor shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total contract price where the original Designated Subcontractors list did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total contract price where no subcontractor was designated in the original Designated Subcontractors list shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Check if **NO** subcontractors will be used for this project or
Check if all subcontractor work <0.5% of Contractor's price total.

Company Name: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

Sub Name	CSLB Lic #	DIR #	City State	Kind of Work

**SECTION 00 45 46.08 CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING
CERTIFICATION**

[Submit Prior to Commencing Any Work When Personnel May Come in Contact with Pupils]

District to Check if **NO** Contractor or Subcontractor personnel will come in contact with pupils in which case Contractor does not need to check the radio buttons and checkboxes below, but still must sign.

The undersigned certifies that it has performed one of the following:

Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Orange Unified School District, pursuant to referenced Project, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively. As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with pupil.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Company Name: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

END OF SECTION

ATTACHMENT A

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION LIST

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

Copy and use additional copies of this page as needed. Submit updates as needed.

	Name of Employee	Project Position
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

First Submitted: _____

Updated On: _____

Company Name: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

END OF SECTION

**SECTION 00 45 46.04 ALCOHOLIC BEVERAGE AND TOBACCO-FREE ENVIRONMENT
CERTIFICATION
[Submit with Bid]**

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., and District Board policies prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on or in District owned or leased buildings, District property, and District vehicles, and vehicles owned by others while on District property.

The Undersigned, hereby certifies that it will abide by and implement prohibitions and require the same prohibitions of any of its employees, agents, subcontractors, or any firm's subcontractors' employees or agents.

If awarded a contract, the Undersigned shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to Project site at all times.

Company Name: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

END OF SECTION

SECTION 00 45 46.06 LEAD-BASED MATERIALS CERTIFICATION
[Submit with Contract]

The Undersigned, acknowledges that this certification provides notice that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify District if any work may result in disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because Contractor and its employees will be providing services for District, and because Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the California Department of Public Health is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present;
- Removal or encapsulation of materials containing lead;
- New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- Installation of products containing lead;
- Lead contamination/emergency cleanup;
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by District that all painted surfaces (interior as well as exterior) within District contain some level of lead, it is imperative that Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

1. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745). The RRP requirements apply to all contractors who disturb lead-based paint in a six- square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

2. Contractor's Liability

If Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number, as applicable, upon transporting any hazardous material from any school site within District.

Contractor shall provide District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Contractor.

CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY; IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

Company Name: _____

Signer's Name: _____

Signer's Title: _____

Signature: _____

Email: _____

Date Signed: _____

SECTION 00 61 13.16 PAYMENT BOND

(use this form, NOT a surety company form)

(100% of Contract Price if a single Project is over \$25,000.00)

[Submit One Original within Seven Business Days Prior to Commencing Any Project over \$25,000.00]

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the **Orange Unified School District** (“District” or “Obligee”) has awarded to _____ (“Principal” or “Contractor”),
an agreement for the work described as follows:

_____ (hereinafter referred to as the “Public Work or Project”); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the **District** and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \$_____, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, 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 Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action 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, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named,
on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

