



Preparing every student to thrive in a global society.

November 30, 2017

Attn: All ESUHSU Pre-Qualified - Bidding Contractors holding a current "B or C-10" Contractor License

Re: East Side Union High School District

Project Name: Independence High School, IH Bldgs GHKL Modernization

(Portable Village Phase I Disconnect)

Request for Proposal – RFP-10-17-18

Please provide a proposal for the following work to be performed at the East Side Union High School District. The information attached will provide an overview of scope and outline the general project requirements.

Base Scope:

- Disconnect and remove (E) Utilities lines at (15) Portables per drawings, so that Portables may be removed. The (2) Portables to remain supply Power, Fire Alarm, and Intrusion Alarm to Portable Village Phase II across parking lot. Power, Fire Alarm, and Intrusion Alarm to Portable Village Phase II to remain on during school hours.
- Utilities such as Power and Fire Alarm devices to Restroom building will need to be maintained per drawings.
- Break out proposal into (2) separate line items:
 - Cost for Portable Disconnect
 - Cost to maintain Power and Fire Alarm for Restroom Buildings
- Engineers Estimate: \$25,000.00

Non-Mandatory Site Visit:

Tuesday, December 5th at 11:00AM at Independence High School, 1776 Educational Park Dr, San Jose, CA 95134. Meet at Van Pelt Construction Services (VPCS) Portable.

Request for Information:

Direct questions pertaining to this project to CapPurchasing@esuhsd.org and copy CM at brian@vpcsonline.com. Please specify on email subject line: **RFP-10-17-18 – IH Bldgs GHKL Modernization (Portable Village Phase I Disconnect)**

Project Requirements:

1. The Contractor must accept the ESUHSU Terms and Conditions of Contract for Labor & Materials and Public Works Project. (Appendix B)
2. B-General Building and/or C-10 Electrical Contractor License Required



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3. Respondents must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
4. The Contractor must provide a Certificate of Liability Insurance if awarded the project. (Appendix C)
5. The Contractor must include a Payment Bond for bids over \$25,000 (Appendix D)
6. The Contractor must include a Performance Bond for bids over \$45,000 (Appendix E)
7. Document 00 43 36 Designated Subcontractors List (Appendix F) – Required with bid
8. Document 00 45 19 Non-Collusion Declaration (Appendix G) – Required with bid
9. Schedule: **IH Bldgs GHKL Modernization (Portable Village Phase I Disconnect)**
 - Non-Mandatory Site Walk: Dec 05, 2017 @ 11:00AM
 - RFI's due: Dec 06, 2017 @ 2:00PM
 - Addenda (if needed) issued by: Dec 07, 2017 @ 2:00PM
 - Proposals Due: Dec 11, 2017 @ 2:00PM
 - Contract Documents due: Dec 21, 2017
 - NTP: Dec 22, 2017
 - Start of Construction: Dec 26, 2017
 - Construction Complete: Jan 09, 2018
 - Punch Walk: Jan 09, 2018
10. This Request for Proposal is neither direction nor authorization to proceed with the work described herein.
11. Proposals must be returned **no later than 2:00PM on Monday, December 11, 2017** email to CapPurchasing@esuhsd.org and copy CM at brian@vpcsonline.com. Please specify on email subject line: **RFP-10-17-18 – IH Bldgs GHKL Modernization (Portable Village Phase I Disconnect)**. Proposals will not be publicly read aloud.
12. 5% retention will be held by the Owner until project has been accepted by an authorized representative of the District.
13. Public contract work is subject to prevailing wages per Labor Code section 1772.
14. The Contractor must provide certified payroll with all billings to ESUHSD Capital Purchasing Department. Electronic submission allowed; send to nguyen.tu@esuhsd.org (Tu Nguyen, 408.347.5040).

End of Document



CONTRACT

FOR

LABOR & MATERIALS AND PUBLIC WORKS PROJECTS

THIS CONTRACT made and entered into this _____ day of _____, 20____ by and between _____, hereinafter called the “**CONTRACTOR**” and the **EAST SIDE UNION HIGH SCHOOL DISTRICT**, hereinafter called the “**DISTRICT**”.

WITNESSETH: The parties do hereby contract and agree as follows:

1. In consideration of payment not to exceed the sum of \$ _____ to be paid to Contractor by District, Contractor shall perform and complete the following work: _____

2. Location of the work to be done at: _____

3. The term of this contract shall begin _____ and be approximate completion by _____.
(date) (date)

4. This contract includes the terms and conditions attached as numbers 1 thru 27. The Contractor, by executing this contract agrees to accept and comply with such terms and conditions.

5. District representative shall perform inspection and acceptance of work.

District Representative:

Name _____ Position _____

Dept _____ Phone: _____

6. All applicable laws and regulations of the Public Contract Code, Civil Code and Labor Code govern this Contract.

7. **IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Agreement, including all Contract documents as indicated below, which must be on file with the District prior to the commencement of work.

Received by the Contractor:

_____ Drawings

_____ Specifications

P.O. # _____

Submitted by the Contractor:

_____ Liability Insurance Certificate

_____ Worker's Compensation Form Verification

_____ Affidavit of Compliance with Ed Code 45125.1

_____ DIR Registration #

CONTRACTOR:

ACCEPTED BY: _____ Date: _____ Title: _____

Proper Name of Contractor: _____

License Number: _____ Expiration Date: _____

Address: _____ Email Address: _____

Phone: (_____) _____ Fax: (_____) _____

DISTRICT:

ACCEPTED BY: _____ Date: _____

Marcus Battle, Associate Superintendent of Business Services

*****THIS AGREEMENT REQUIRES AN APPROVED PURCHASE ORDER PRIOR TO COMMENCEMENT OF SERVICES*****

EAST SIDE UNION HIGH SCHOOL DISTRICT
830 North Capitol Avenue, San Jose, CA 95133, Phone: 408-347-5079, Fax: 408-347-5075
TERMS AND CONDITIONS

1. **LABOR AND MATERIALS:** The Contractor shall furnish all labor, materials mechanical workmanship, transportation, equipment and services necessary for the completion of work described in this Contract and in accordance with the plan (if any) and other contract documents.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Contractor.
5. **GUARANTEES:** The Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of one (1) year from the date of acceptance by the District. Date of acceptance shall be considered date of final payment.
6. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District, and in no event shall the change or alteration exceed ten percent (10%) of Contract and/or Purchase Order.
7. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions such conflict shall be immediately called to the attention of the designated District representative. Resolution of conflict shall be in writing as approved by the District representative.
8. **WORKERS:**
 - a. Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b. Any person in the employ of the contractor as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
9. **SUBSTITUTION:** No substitutions for materials specified shall be made without the prior approval of the District.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job and correct use of all equipment employed to do the work. Supervisor shall be on the site at all times.
11. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress or work, all necessary safeguards, signs, barriers, lights and watchers 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, which is threatening to life or the safety of life, to progress of work, or endangers adjoining property, Contractor, with special instruction or authorization from District, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
12. **ACCESS TO WORK:** District representatives shall at all-time have access to work, wherever and whenever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
13. **OCCUPANCY:** District reserves the right to occupy buildings and/or use facilities at any time before Contract completion and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date for completion of the work.
14. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Contractor shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
15. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
16. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District, its officers and employees from:
 - a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Contractor upon or in connection with performance under this Contract or Purchase Order, however caused;
 - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Contractor in connection with performance under the contract and/or Purchase Order.
17. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Contractor is required to file with the District certificates of insurance naming the East Side Union High School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
 - a. Worker's Compensation and Employer's Liability Insurance.
 - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
18. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice in triplicate by the Contractor. District representative will provide written approval and acceptance, and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
19. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until contractor has furnished such evidence of payment and release, and shall indemnify and defend the District against any liability or loss arising from any such claim.
20. **PERMITS AND LICENSES:** The Contractor and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
21. **ANTI-DISCRIMINATION:** It is the Policy of the East Side Union High School District Board of Education, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
22. **LABOR CODE:** Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
23. **CLEAN-UP:** Debris shall be removed from the premises. Job-site shall be free of debris at all times when work is not actually being performed.
24. **NO SMOKING:** East Side Union High School District has a NO SMOKING policy at all sites. Contractors are responsible to make sure that no one smokes on school property.
25. **CONTRACTOR'S SAFETY PROGRAM:** Each Contractor who will perform work at the site be responsible for the job safety program. The safety program, in addition to normal legislative requirements of a safe program, will address the additional requirements to provide for the safety of anyone using the school site, to separate the construction area from the remaining school property, and to prohibit the use of school facilities by Contractor's employees unless specifically permitted otherwise.
26. **SUBMITTALS:** Staff Names: Within seven (7) days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the job superintendent. Identify individuals and their duties and responsibilities. List their addresses and telephone number.
27. **FINGERPRINTS:** The contractor certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.



AFFIDAVIT OF COMPLIANCE WITH ED CODE 45125.1

Education Code Section 45125.1 in relevant part provides:

- A. If the employees of an entity which has a contract with the school district have more than limited contact with students as defined by the school district, those employees must have their fingerprints submitted to the Department of Justice;
- B. The department of Justice shall determine whether the individuals have been arrested or convicted of a crime and notify the employer of criminal history;
- C. An entity with a school district contract shall not permit an employee to come in contact with pupils until the Department of Justice ascertains that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.
- D. The entity must certify that none of its employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Sect 4512231.
- E. The entity must provide a list of names of employees who may come in contact with pupils.

More than limited contact as defined by ESUHSD:

In determining that a contract employee has more than limited contact with pupils, the ESUHSD considers the following circumstances:

- A. The contractor will be on school grounds for more than a limited length of time, or on numerous occasions.
- B. Pupils will be in proximity to the site where the contractor will be working.
- C. The contractor will be working by himself or herself, without other school employee's supervision.

Please check one:

- ☐ I certify that my employees or I **will not** have more than limited contact with pupils during terms of the agreement.
- ☐ I certify that my employees or I **will** have more than limited contact with pupils during terms of the agreement and that:
 - A. Each employee who may have contact with pupils has been fingerprinted;
 - B. The Department of Justice has provided a report on the criminal background of each employee;
 - C. No employee who may come in contact with pupils has been convicted of a crimes as defined in Education Code section 45122.2; and
 - D. Attached is a list of the names of each employee who may come in contact with pupils

Any changes to the above information will be forwarded to the District immediately.

ACCEPTED BY: _____ Date: _____ Title: _____

INSURANCE CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly up thrust to write compensation insurance in this State.
- (b) 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 his employees."

- ☐ I am aware of the provisions of Section 3700, of the Labor Code, which requires every employer to be insured against liability for worker's 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 work of this contract.

ACCEPTED BY: _____ Date: _____ Title: _____

Proper Name of Contractor: _____

Attachment C
Insurance Requirements
Page 1 of 3

Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury- \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:

Attachment C
Insurance Requirements
Page 2 of 3

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

Attachment C
Insurance Requirements
Page 3 of 3

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
- 2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
- 4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the East Side Union High School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

IH Bids GHKL Modernization (Portable Village Phase I Disconnect)

("Project" or "Contract") which Contract dated _____, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

EAST SIDE UNION HIGH SCHOOL DISTRICT
Z-065-603, IH Bids GHKL Modernization
(Portable Village Phase I Disconnect)
RFP-10-17-18

PAYMENT BOND
DOCUMENT 00 61 13.16-1
Adopted: 01/19/17

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2017.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 13.13

**PERFORMANCE BOND
(100% of Contract Price)**

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the East Side Union High School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

IH Bids GHKL Modernization (Portable Village Phase I Disconnect)

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____

Dollars (\$_____), lawful money of the United States, 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, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest 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," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the

**EAST SIDE UNION HIGH SCHOOL DISTRICT
Z-065-603, IH Bids GHKL Modernization
(Portable Village Phase I Disconnect)
RFP-10-17-18**

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-1
Adopted: 01/19/17**

District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

By

By

Name of California Agent of Surety

**EAST SIDE UNION HIGH SCHOOL DISTRICT
Z-065-603, IH Bids GHKL Modernization
(Portable Village Phase I Disconnect)
RFP-10-17-18**

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-2
Adopted: 01/19/17**

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

**EAST SIDE UNION HIGH SCHOOL DISTRICT
Z-065-603, IH Blds GHKL Modernization
(Portable Village Phase I Disconnect)
RFP-10-17-18**

**PERFORMANCE BOND
DOCUMENT 00 61 13.13-3
Adopted: 01/19/17**

DESIGNATED SUBCONTRACTORS LISTPROJECT: **IH Bids GHKL Modernization (Portable Village Phase I Disconnect)**

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____
Portion of Work: _____
PLA Commitment? ☐ Yes

DESIGNATED SUBCONTRACTORS LIST

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____

Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____

Portion of Work: _____
PLA Commitment? ☐ Yes

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CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____

Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____

Portion of Work: _____
PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____
CA Contractor License No. _____ **Expire date:** _____
DIR Registration No. _____ **Expire date:** _____ **Email:** _____

Portion of Work: _____

DESIGNATED SUBCONTRACTORS LIST

PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? ☐ Yes

Subcontractor Name: _____ **Location:** _____

CA Contractor License No. _____ Expire date: _____

DIR Registration No. _____ Expire date: _____ Email: _____

Portion of Work: _____

PLA Commitment? ☐ Yes

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

END OF DOCUMENT

NONCOLLUSION DECLARATION

Public Contracts Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss. COUNTY OF Santa Clara)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. This 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 _____, 2017, at _____ (City), _____ (State).

Proper Name of Bidder:

Signature: _____

Print Name: _____

Title: _____

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