CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS
AWARDED PURSUANT TO THE “INFORMAL BIDDING” PROCEDURES OF THE PUBLIC
CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT (“CUPCCAA”).

THIS CONTRACT is made and entered into this __________________ day of __________
____, 20___ (“Contract”), by and between ______________________________ (“Contractor”)
and San Francisco Unified School District (“District”). Contractor and District may be referred
to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the
   Contractor shall furnish to the District for a total price of _________________
   ___ Dollars ($__________________) (“Contract Price”), the following repairs,
maintenance or construction services (“Services” or “Work”): [DESCRIBE SERVICES OR
ATTACH SCOPE OF WORK AND DESIGNATE AS EXHIBIT “A”]

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and
   Conditions attached hereto.

3. **Site.** Contractor shall perform the Work at ____________________________ (“Premises” or
   “Site”). The Project is the scope of Work performed at the Site.

4. **Contract Time & Liquidated Damages.** Work shall be completed by __________, 20__.
   [IDENTIFY COMPLETION DATE] [OR] Work shall be completed within ________________
   [SPELL OUT COMPLETION DAYS] (_______) [NUMBER OF
   DAYS] consecutive calendar days from the date specified in the District’s Notice to
   Proceed. (“Contract Time”) Contractor agrees that if the Work is not completed within the
   Contract Time and/or pursuant to the completion schedule, construction schedule, or
   project milestones developed pursuant to provisions of the Contract, it is understood,
   acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the
   District, as fixed and liquidated damages for these incalculable damages, the sum of ____
   ___ [INSERT WRITTEN DOLLAR AMOUNT FOR LIQUIDATED DAMAGES ]
   Dollars ($__________________) [INSERT NUMERICAL DOLLAR AMOUNT FOR LIQUIDATED
   DAMAGES] per day for each and every calendar day of delay beyond the Contract Time or
   beyond any completion schedule, construction schedule, or Project milestones established
   pursuant to the Contract.

5. **Bonds & Insurance.**
   a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until
      it has provided to the District, a Payment (Labor and Material) Bond and a Performance
      Bond, in the forms attached hereto, each in an amount equivalent to one hundred
      percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the
      State of California and otherwise acceptable to the District.

      **Insurance:** Contractor shall have and maintain in force during the term of this
      Contract, with the minimum indicated limits, the following insurance: [DISTRICT HAS THE
      DISCRETION TO ADJUST THESE LIMITS BASED ON SIZE AND SCOPE OF
      CONTRACT]
Commercial General Liability, with Products and Completed Operations Coverage $1,000,000 per occurrence; $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit $1,000,000 per occurrence; $2,000,000 aggregate
Workers Compensation Statutory limits pursuant to State law
Employers’ Liability $2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. Project Oversight. Inspection and acceptance of the Work shall be performed by _______ of the Bond Program Department of the District. The architect for the Project is _______ (“Architect”) and the project manager on the Project is _______ (“Project Manager”)

7. Terms & Conditions. The Contractor agrees to comply with the Terms and Conditions.

8. Contract Documents. The Contract Documents for this Project include and incorporate the following documents (where checked):

- Notice Calling for Bids
- Instructions to Bidders
- CUPCCAA Bid Form
- Non-collusion Affidavit
- Bidders Security
- Terms and Conditions to Contract
- Exhibit “A” (Scope of Work)
- Prevailing Wage Certification
- Workers’ Compensation Certification
- Criminal Background Investigation Certification
- Drug-Free Workplace Certification
- Smoke-Free Workplace Certification
- Asbestos & Other Hazardous Materials Certification
- Lead-Product(s) Certification
- Insurance Certificates and Endorsements
- Performance Bond
- Payment Bond
- District Standards
- Format for Proposed Change Order
- W-9
- Business Tax Certificate
- Project Plans
- Special Conditions
- Roofing Contract Financial Interest Certification
- Specifications
- _______ [Other ]

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _________________________, 20___ Dated: _________________________, 20___
San Francisco Unified School District  _______________ Contractor

By:  ____________________________  By:  ____________________________
Print Name:  ____________________________  Print Name:  ____________________________
Print Title:  ____________________________  Print Title:  ____________________________

Information regarding Contractor:

Type of Business Entity:

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Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.
TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor’s contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. **NOTICE OF LABOR DISPUTES:** Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the District. In addition, the Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the currently accepted construction Schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized to limit or eliminate the effect of the labor dispute. To the extent the Contractor fails to initiate measures that are appropriate, it is not entitled to an extension of time. In addition, any delay impact on any other Contractor’s schedule or on the Construction Schedule will be considered as a Contractor-caused delay under any and all applicable provisions of the Contract.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor’s duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Please refer to the District’s Format for Proposed Change Order form for maximum allowable labor and material mark-up.

9. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District’s approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **ENCOUNTERING HAZARDOUS MATERIALS:**

    - **Excavations over Four Feet:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered
and generally recognized as inherent in work of the character provided for in the Contract.

**All other Hazardous Materials or Conditions:** The Contractor shall promptly notify the District, in writing, of any materials or conditions it believes constitute hazardous waste, and the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

13. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites. No Smoking is allowed onsite within fifteen (15) feet from any exit, entrance, operable window or vents. (SFHC Art. 19(f).)

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

15. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

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

17. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
18. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. 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 the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District.

20. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

21. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

22. **WEATHER DAYS.** Delays due to adverse weather conditions will only be permitted only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeds the following number of calendar days: January, [11]; February [10]; March [10]; April [6]; May [3]; June [1]; July [0]; August [0]; September [1]; October [4]; November [7]; December [10].

23. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

24. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

25. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
26. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District’s approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District’s right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, 7201 and 9200, et seq.

27. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

28. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

29. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work 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, military and veteran status, or any other protected characteristic, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

30. **DISABLED VETERAN BUSINESS ENTERPRISES:** N/A
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of two (2) years from District’s written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

32. **INSTRUCTIONS AND MANUALS:** Three (3) copies each of all maintenance instructions, application/installation instructions and service materials called for in the Contract Documents shall be provided by the Contractor. These shall be complete as to drawings, details parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturers’ application/installation instructions shall be given to the Inspector at least ten (10) days prior to first material application or installation of the item by the Contractor. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered by the Contractor to the Architect for review prior to submission to the District. The Contractor or appropriate Subcontractors shall instruct District’s personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

33. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor’s Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

34. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

35. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars ($375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
- The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars ($375,000) shall be made within a
reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

36. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than $1,000, and the Work is a “public works” under the Labor Code, the Parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- 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 the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

- Copies of the prevailing rate of per diem wages are on file with the District.

- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

38. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in
which the District’s administration office is located.

39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

41. **DISTRICT WAIVER:** District’s waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

42. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

43. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
EXHIBIT “A” (“SCOPE OF WORK”)

[IDENTIFY SITE]

[INCLUDE CONSTRUCTION SCHEDULE OR REQUIRE CONTRACTOR TO PROVIDE SCHEDULE]

[ATTACH A DETAILED SCOPE OF WORK]

PLANS

[ATTACH ALL PLANS DISTRICT POSSESSES THAT CONTRACTOR CAN USE TO PERFORM ITS WORK]

WORK SPECIFICATIONS

[ATTACH ALL WORK SPECIFICATIONS IF THEY ARE PART OF THE DIRECTION TO THE CONTRACTOR]
PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: ____________________________________________

Proper Name of Contractor: ________________________________

Signature: _____________________________________________

Print Name: ____________________________________________

Title: __________________________________________________
WORKERS’ COMPENSATION CERTIFICATION

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 by one or more insurers duly authorized 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 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 Work of this Contract.

Date: ___________________________________________

Proper Name of Contractor: ___________________________________________

Signature: ___________________________________________

Print Name: ___________________________________________

Title: ___________________________________________

(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 awarding body prior to performing any Work under this Contract.)
CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

   - The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

   - Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

   - Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor’s employees and its subcontractors’ employees is:

   - Name: __________________________
   - Title: __________________________

   - The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California’s “Megan’s Law” Website (http://www.meganslaw.ca.gov/).

Contractor’s responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: __________________________
Proper Name of Contractor: _______________________________________________________
Signature: ______________________________________________________________
Print Name: ______________________________________________________________
Title: ________________________________________________________________
DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: ________________ between San Francisco Unified School District (the “District” or the “Owner”) and _________________________________(the “Contractor” or “Bidder”) ________________________, (the “Contract” or the “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;

2. Establishing a drug-free awareness program to inform employees about all of the following:
   a. The dangers of drug abuse in the workplace.
   b. The person’s or organization’s policy of maintaining a drug-free workplace.
   c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
   d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, 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 termination, suspension of payments, 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.

Date:________________________________________

Proper Name of Contractor: __________________________

Signature:_______________________________________

Print Name:_____________________________________

Title:___________________________________________
SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT NO.: ____________________ between San Francisco Unified School District (the “District” or the “Owner”) and _______________________________ (the “Contractor” or the “Bidder”) _______________________________ (the “Contract” or the “Project”).

This Smoke-Free Environment Certification form is required from the successful Bidder.

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, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. No Smoking is allowed onsite within fifteen (15) feet from any exit, entrance, operable window or vents. (SFHC Art. 19(f).)

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________
ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: __________________________________________________________________________

Proper Name of Contractor: __________________________________________________________________________

Signature: __________________________________________________________________________

Print Name: __________________________________________________________________________

Title: __________________________________________________________________________


LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the 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 the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the 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). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the 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 the 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 the 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 upon transporting any hazardous material from any school site within the District.
THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: ________________________________

Proper Name of Contractor: ________________________________

Signature: ________________________________

Print Name: ________________________________

Title: ________________________________
PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Francisco Unified 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:

______________________________(Project Name)
("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:

- 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.

The condition of the obligation is such that, if the above bounden Principal, his or 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 his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees 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.

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, replace, 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’s 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 shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor’s broker for this bond, but must be an employee of the Surety or the Surety’s legal counsel:

________________________________________

________________________________________

Attention: _______________________________

Telephone No.: (____) ____-_________

Fax No.: (____) ____-_________

E-mail Address: __________________________

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

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number 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.
PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the San Francisco Unified School District (or “District”) and __________________________, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

________________________________________(Project Name)

(“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, 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 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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 penal 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 his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 Act 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.

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 sections 3179 through 3214 and 3247 through 3252 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.

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 shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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**

(Name of Principal) 

(Signature of Person with Authority) 

(Print Name) 

**Surety**

(Name of Surety) 

(Signature of Person with Authority) 

(Print Name) 

(Name of California Agent of Surety) 

(Address of California Agent of Surety) 

(Telephone Number 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.
FORMAT FOR PROPOSED CHANGE ORDERS

<table>
<thead>
<tr>
<th>Line</th>
<th>Item</th>
<th>Amount ($) (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Direct Labor and <em>allowable</em> Fringe Benefit Costs (1A and 1B):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attach applicable supporting documentation with itemized breakdowns of Total Basic Labor / Total Basic Fringe Benefits for each trade classification.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>1A.</strong> Total Basic Labor, per applicable DIR Published Determination(s) $</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>1B.</strong> Total Basic Fringe Benefits, per applicable DIR Published Determination(s)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line 1 ➤ <em>Subtotal of Lines:</em> 1A + 1B =</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Materials:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Equipment:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attach invoice(s) from supplier(s).</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Line 4 ➤ <em>Subtotal of Lines:</em> 1 + 2 + 3 =</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Markup on Self-Performed Work - Single mark-up not-to-exceed 10% of Line 4. <em>(Applies to Contractor or Sub, regardless of tier)</em></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Prime Contractor or First Tier Sub Markup on Lower-Tier Subcontractor(s) Work - not-to-exceed 5% of Line 4.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Line 7 ➤ <em>Subtotal of Lines:</em> 4 + 5 + 6 =</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Markup for Labor Burden on Direct Labor Costs (payroll taxes and premiums), not-to-exceed 25% of <strong>Line 1A</strong>, absent supporting documentation. <em>(FICA, FUTA, SUTA, WC, etc.)</em></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td><strong>Bonds &amp; Insurance</strong> for Prime/General Contractor Only, Applied only to Line 4 (Max 2%):</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>TOTAL ➤ <em>Subtotal of Lines:</em> 7 + 8 + 9 =</td>
<td></td>
</tr>
</tbody>
</table>

- **LINE 1A** Basic/Direct Labor
- **LINE 1B** Fringe Benefits

- Labor breakdown by trade classification, basic hourly rate and employer payments (e.g., fringe benefits) as published by the DIR, and estimated hours. Labor costs shall only include fringe benefits indicated by governing
trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.

**Maximum Allowable Labor Burden.**

- The allowable labor burden ("Labor Burden") on changes shall be defined as including only (i) Contractor's net actual cost of payroll taxes (including FICA, Medicare, SUTA, FUTA) and (ii) Contractor's net actual cost for worker's compensation insurance (taking into consideration, without limitation, adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc.).

- With respect to pricing Labor Burden of PCOs and Change Orders, District has established a maximum allowable amount of twenty-five percent (25%) of the Labor Burden associated with the work of the change as a reasonable percentage to be used for pricing PCOs and Change Orders. However, the percentage-amount of Labor Burden allowed for the work of a change may be examined and adjusted by District, in its sole discretion, if documentation justifiably establishes the percentage-amount should be so adjusted; in no event shall the percentage-amount applied to a PCO or Change Order exceed thirty percent (30%).

- **Line 2** Material.
  - Material quantities, and types of products, and transportation costs, if applicable.

- **Line 3** Equipment. Equipment breakdown by make, type, size, rental rates, equipment hours and transportation costs, if applicable.
  - The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates or Caltrans rates, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.

  - The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

  - Individual pieces of equipment having a replacement value of one thousand dollars ($1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these
tools and equipment is included as part of the markup for overhead and profit defined herein.

- Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

- Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.

- **LINE 5 Maximum Allowable Markup on Self-Performed Work.** With respect to pricing the portion of PCOs and Change Orders involving self-performed work, the maximum markup percentage fee to be paid for self-performed work by Contractor or its Subcontractor (regardless of tier) for a change shall be a single markup percentage not-to-exceed ten percent (10%) of the net direct cost of the sum of: (i) direct labor and allowable fringe benefit costs (Format for Proposed Change, Lines 1A + 1B); (ii) the net cost of material and installed equipment incorporated into the change or extra work And (iii) net rental cost of major equipment and related fuel costs necessary to complete the change in the work.

- **LINE 6 Maximum Allowable Markup on Lower-Tier Subcontractor(s)-Performed Work.** With respect to pricing the portion of PCOs and Change Orders involving work performed by lower-tier Subcontractors, the maximum markup percentage fee allowable to the Contractor or Subcontractor supervising the lower-tier Subcontractor’s work for a change shall be a single markup percentage not-to-exceed five percent (5%) of the net of all approved work of a Change Order performed by all Subcontractors combined on any particular PCO or Change Order.

- **Markup for Overhead and Profit.** Markup allowed for changes in work is inclusive of and shall be used to compensate Contractor for overhead and profit for all costs for all administration, general conditions, and supervision, including, without limitation:

  - All field, field office and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.

  - All field, field office and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to
safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.

- Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.

- All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.

**LINE 8**  
**Maximum Allowable Labor Burden on Basic Labor LINE 1A.**

- The allowable labor burden ("Labor Burden") on changes shall be defined as including only (i) Contractor's net actual cost of payroll taxes (including FICA, Medicare, SUTA, FUTA) and (ii) Contractor's net actual cost for worker's compensation insurance (taking into consideration, without limitation, adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc.).

- With respect to pricing Labor Burden of PCOs and Change Orders, District has established a maximum allowable amount of twenty-five percent (25%) of the Labor Burden associated with the work of the change as a reasonable percentage to be used for pricing PCOs and Change Orders. However, the percentage-amount of Labor Burden allowed for the work of a change may be examined and adjusted by District, in its sole discretion, if documentation justifiably establishes the percentage-amount should be so adjusted; in no event shall the percentage-amount applied to a PCO or Change Order exceed thirty percent (30%).

**LINE 9**  
**Contractor’s Additional Bonds and Insurance, if any.** All costs for Contractor's additional bonds and insurance, if any applicable to the change. Contractor shall not include any markup for these costs. The maximum allowable percentage for bonds and insurance for a change shall not exceed two percent (2%) of the direct labor and allowable fringe benefit costs (Format for Proposed Change, Lines 1A + 1B).

**Taxes.** Federal excise tax shall not be included. District will issue an exemption on request.

**Time.** Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request.