

Addendum No. 1

Bid No. 26/27-01MO, Unit Cost Pricing for Concrete

June 2, 2026

Addendum No. 1 forms a part of the Agreement and modifies the original bid documents. It is intended that all work affected by the following modifications shall conform to related provisions and general conditions of the Agreement, of the original bid documents. ALL OTHER PROVISIONS of the original bid documents shall remain unchanged. **Modify the following items wherever appearing in any portion of the bid documents. Acknowledge receipt of Addendum No. 1 on the Bid Form. Failure to do so may subject bidder to disqualification.**

Changes to Bid Documents

- 1.1 The District has made changes to the Bid Form & Bid Form Pricing Sheet.
 - 1.1.1 Replace Bid Form & Bid Form Pricing Sheet with the new **Addendum No. 1 – Bid Form & Bid Form Pricing Sheet.**
- 1.2 The District has made changes to the Sample Agreement.
 - 1.2.1 Replace Sample Agreement with the new **Addendum No. 1 – Sample Agreement.**

Response to Contractors' Questions

- 1.3 Question: *“What is the “Term of this Contract” and are renewable years allowed, if so and how many?”*

Answer: The initial term of the contract will be from July 15, 2026 thru June 30, 2027. The agreement will be allowed to extend for an additional three (3) one (1) years periods in accordance with provisions contained in the Education Code section 17596 (K-12).

END OF ADDENDUM

BID FORM

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

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

Bid No. 26/27-01MO, Unit Cost Pricing for Concrete

all in strict conformity with the Project Documents, including Addenda Nos. 1, _____, _____, and _____, on file at the office of the DISTRICT for the sum of **(award for Base Bid will be the 'Total Bid Amount' from page 8 of the Bid Form & Bid Form Pricing Sheet)** _____ Dollars (\$_____).

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

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

3. The initial term of the Agreement is **July 15, 2026** through **June 30, 2027**. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. The required bid security is attached.

6. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, District Rules and Regulations, Guarantee, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, as per the date stated on the DISTRICT's Notice to Proceed and shall be completed by the bidder in the time specified by the DISTRICT.

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

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

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

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

11. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and

Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

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

13. The undersigned hereby warrants that all work shall be completed within the specified time from the date specified in the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars (\$500.00). (Government Code Section 53069.85)

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

15. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

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

BID FORM PRICING SHEET

All pricing listed below must include labor, applicable delivery, installation, taxes and any miscellaneous costs. Bidders must complete all items, or the bid submitted may be declared non-responsive. Lowest bid shall be determined by sum of selected items. (See page 8)

4” Thick Reinforced p.c.c. flatwork. Refer to Appendix C #301 for reinforcing and edge conditions.		
250 SF to 2,500 SF	Square Foot	\$
2,501 SF to 5,000 SF	Square Foot	\$
5,001 SF to 7,500 SF	Square Foot	\$
7,501 SF to 10,000 SF	Square Foot	\$
6” Thick Reinforced p.c.c. flatwork. Refer to Appendix C #301 for reinforcing and edge conditions.		
250 SF to 2,500 SF	Square Foot	\$
2,501 SF to 5,000 SF	Square Foot	\$
5,001 SF to 7,500 SF	Square Foot	\$
7,501 SF to 10,000 SF	Square Foot	\$
Reinforced p.c.c. curb with 6” face. Refer to Appendix C #302 for profile and reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$
Reinforced p.c.c. curb with 8” face. Refer to Appendix C #302 for profile and reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$
Reinforced p.c.c. curb and gutter with 6” curb face. Refer to Appendix C #303 for profile and reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$
Reinforced p.c.c. curb and gutter with 8” curb face. Refer to Appendix C #303 for profile and reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$

2'-0" wide reinforced p.c.c. vee gutter. Refer to Appendix C #304 for profile and reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$
3'-0" wide reinforced p.c.c. vee gutter. Refer to Appendix C #304 for profile and reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$
6" wide reinforced p.c.c. mow strip. Refer to Appendix C #305 for profile reinforcing.		
100 LF to 250 LF	Lineal Foot	\$
251 LF to 500 LF	Lineal Foot	\$
501 LF to 1,000 LF	Lineal Foot	\$
1,001 LF to 2,000 LF	Lineal Foot	\$
HC Access Improvement. Refer to Appendix C #310, #311, #312 for profile, reinforcing, etc.		
HC Loading Ramp (#310)	Each	\$
HC Inlet Curb Ramp 6" curb face (#311)	Each	\$
HC Inlet Curb Ramp 8" curb face (#311)	Each	\$
HC Curb Ramp 6" curb face (#312)	Each	\$
HC Curb Ramp 8" curb face (#312)	Each	\$
Expansion and Construction Joints. Refer to Appendix C #313 for expansion joint information.		
Smooth Dowel and Sleeve (#313)	Each	\$
Manually Drill and Dowel with #3 bar at existing conc.	Each	\$
2 Part expansion joint filler/sealer (#313)	PLF	\$
Concrete Light Pole Bases. Refer to Appendix C #314 for profile, reinforcing, etc.		
0' to 15' Pole Height	Each	\$
15' to 20' Pole Height	Each	\$
20' to 25' Pole Height	Each	\$
25' to 30' Pole Height	Each	\$
2'-0" High (Average) Concrete Planter Wall. Refer to Appendix C #315 for profile, reinforcing, accessories, etc.		
20 LF to 50 LF	Lineal Foot	\$
51 LF to 200 LF	Lineal Foot	\$
201 LF to 400 LF	Lineal Foot	\$

3'-0" High (Average) Concrete Planter Wall. Refer to Appendix C #315 for profile, reinforcing, accessories, etc.		
20 LF to 50 LF	Lineal Foot	\$
51 LF to 200 LF	Lineal Foot	\$
201 LF to 400 LF	Lineal Foot	\$
2'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Appendix C #316 for profile, reinforcing, accessories, etc.		
20 LF to 50 LF	Lineal Foot	\$
51 LF to 200 LF	Lineal Foot	\$
201 LF to 400 LF	Lineal Foot	\$
3'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Appendix C #316 for profile, reinforcing, accessories, etc.		
20 LF to 50 LF	Lineal Foot	\$
51 LF to 200 LF	Lineal Foot	\$
201 LF to 400 LF	Lineal Foot	\$
4" Base		
500 SF to 3,000 SF	Square Foot	\$
3,001 SF to 6,000 SF	Square Foot	\$
6,001 SF to 12,000 SF	Square Foot	\$
6" Base		
500 SF to 3,000 SF	Square Foot	\$
3,001 SF to 6,000 SF	Square Foot	\$
6,001 SF to 12,000 SF	Square Foot	\$
Removal of existing concrete up to 4" thick (un-reinforced).		
500 SF to 1,000 SF	Square Foot	\$
1,001 SF to 3,000 SF	Square Foot	\$
3,001 SF to 6,000 SF	Square Foot	\$
6,001 SF to 12,000 SF	Square Foot	\$
Removal of existing concrete up to 4" thick (Reinforced).		
500 SF to 1,000 SF	Square Foot	\$
1,001 SF to 3,000 SF	Square Foot	\$
3,001 SF to 6,000 SF	Square Foot	\$
6,001 SF to 12,000 SF	Square Foot	\$
Removal of existing asphalt up to 4" thick.		
500 SF to 1,000 SF	Square Foot	\$
1,001 SF to 3,000 SF	Square Foot	\$
3,001 SF to 6,000 SF	Square Foot	\$
6,001 SF to 12,000 SF	Square Foot	\$

Sawcutting		
Concrete – under 200 LF	Lineal Foot	\$
Concrete – over 200 LF	Lineal Foot	\$
Asphalt – under 200 LF	Lineal Foot	\$
Asphalt – over 200 LF	Lineal Foot	\$
Removal of Existing Sod		
0 SF to 500 SF	Square Foot	\$
501 SF to 1,000 SF	Square Foot	\$
1,001 SF to 3,000 SF	Square Foot	\$
3,001 SF to 6,000 SF	Square Foot	\$
6,001 SF to 12,000 SF	Square Foot	\$
Grading, Scarifying, Recompacting, etc.		
Manual Grading	Square Foot	\$
Machine Fine Grading	Square Foot	\$
Excavate and Export Native Soils.		
0 CY to 6 CY	Cubic Yard	\$
6 CY to 20 CY	Cubic Yard	\$
20 CY to 100 CY	Cubic Yard	\$
100 CY to 200 CY	Cubic Yard	\$

Award for base bid will be determined by:		
4” Thick Reinforced p.c.c. flatwork	3,000 Square Feet	\$
Removal of existing concrete up to 4” thick (Reinforced)	3,500 Square Feet	\$
Removal of existing sod	2,900 Square Feet	\$
Excavate and export native soils	18 Cubic Yards	\$
Sawcutting – Concrete	250 Lineal Feet	\$
Machine fine grading	1,500 Square Feet	\$
Manual grading	1,500 Square Feet	\$
TOTAL BID AMOUNT		\$

ALL items in the Bid Form Pricing Sheet MUST be filled in.

Enter ‘TOTAL BID AMOUNT’ on page 1 of the Bid Form. All pages of the Bid Form & Bid Form Pricing Sheet MUST be filled in and returned with bid submittal.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

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

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____
Print Name: _____
Title: _____
Date: _____
Business Address: _____

Telephone: _____

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2026, in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as **Bid No. 26/27-01MO, Unit Cost Pricing for Concrete** from _____ through _____ according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Security, Bid Bond, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Payment Bond, Faithful Performance Bond, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Escrow Agreement, if applicable, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, if applicable, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, W9, General Conditions, Specifications, Drawings, if any, Supplemental Conditions, if any, Special Conditions, if any, and any and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum NOT TO EXCEED _____, purchase orders to be processed as work is scheduled throughout the year with each requiring bonding and insurance per the contract.

4. The initial term of the Agreement is **July 15, 2026** through **June 30, 2027**. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional three (3) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. The work shall be commenced as specified. The DISTRICT reserves the right in its sole discretion to utilize other concrete contractors for work required by the DISTRICT.

6. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred Dollars (\$ 500.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

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

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

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

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of

the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

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

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

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

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17,

18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

(i) Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(ii) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(iii) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

(iv) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

(v) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than five (5) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this

AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

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

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

Tax ID No.
(Corporate Seal of Contractor,
if corporation)