

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of February 1, 2019, by and between the **PERRIS UNION HIGH SCHOOL DISTRICT** ("DISTRICT"), a California public school DISTRICT, and **CREW, INC.** ("Prime CONTRACTOR"), a corporation, general partnership, et cetera. In consideration of their respective rights and obligations pursuant to this Construction Services Agreement, the DISTRICT and the Prime CONTRACTOR agree as follows:

SECTION 1 - PROJECT. The Work (defined in Section 2, below) is a portion of the overall work and services that will be required, on the basis of multiple prime CONTRACTORS and facilitated by a CONSTRUCTION MANAGER, to complete the following Project:

PERRIS HIGH SCHOOL NO. 4 Bid No. 011519

SECTION 2 - SCOPE OF WORK. The Prime CONTRACTOR shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the following work ("Work"): **Bid Package Category No. 01 - Earthwork**

SECTION 3 - COMPONENT PARTS OF THE CONTRACT. This Construction Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the DISTRICT and the Prime CONTRACTOR with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- (i) Notice Inviting Bids;
- (ii) Instructions for Bidders;
- (iii) Bid Category Scope of Work;
- (iv) All completed and executed Required Bidding Forms
- (v) All completed and executed Required Contract Forms;
- (vi) All completed and executed Required Project Forms;
- (vii) The Construction Services Agreement;
- (viii) The General Provisions;
- (ix) The Special Provisions;
- (x) All Specifications;
- (xi) All Drawings;
- (xii) Addenda Nos. 1, 2, 3, 4, and 5
- (xiv) The Master Construction Schedule;
- (xv) The Notice to Proceed;
- (xvi) All issued Architect Field Directives;
- (xvii) All issued Construction Change Directives; and
- (xviii) All completed and executed Change Orders.

SECTION 4 - CONTRACT TIME. The Prime CONTRACTOR shall mobilize and commence the Work on the date specified by the DISTRICT as the date for commencing the Work ("Commencement Date") in the notice from the DISTRICT directing the Prime CONTRACTOR to proceed with the Work ("Notice to Proceed"). The DISTRICT may defer issuing a Notice to Proceed as provided in the General Provisions. The Prime CONTRACTOR must fully complete the Work within the overall number of consecutive days specified in the Special Provisions ("Contract Time") and in accordance with the Master Construction Schedule developed by the DISTRICT and/or the CONSTRUCTION MANAGER.

SECTION 5 - CONTRACT PRICE. As full consideration for the full and faithful performance by the Prime CONTRACTOR of each and all of its obligations pursuant to the Contract, the DISTRICT shall pay to the Prime CONTRACTOR the total amount ("Contract Price") of: **Eight Million, Nine Hundred Forty Thousand, Eight Hundred Dollars (\$8,940,800.00)**. The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The DISTRICT shall pay the Contract Price to the Prime CONTRACTOR in accordance with the General Provisions.

SECTION 6 - DEFINED TERMS. Capitalized terms used, but not defined, in this Construction Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

SECTION 7 - DUE AUTHORITY OF SIGNATORIES. Each person signing this Construction Services Agreement on behalf of a party (either the DISTRICT or the Prime CONTRACTOR) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Services Agreement and the Contract of which this Construction Services Agreement is a component part.

IN WITNESS WHEREOF, the DISTRICT and the Prime CONTRACTOR have executed this Construction Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

PERRIS UNION HIGH SCHOOL DISTRICT

CREW, INC.

Signature

Signature

Candace Reines

Typed or Printed Name

Typed or Printed Name

Deputy Superintendent Business Services

Title

Title

Date Signed

Date Signed

ATTACHMENT NO. 1 TO CONSTRUCTION SERVICES AGREEMENT

PAYMENT BOND

District: PERRIS UNION HIGH SCHOOL DISTRICT

Project: PERRIS HIGH SCHOOL NO. 4

Bid Package No.: 01 - Earthwork

Contractor: CREW, INC.

Surety: _____

Bond #: _____

**Penal Sum: Eight Million, Nine Hundred Forty Thousand, Eight Hundred Dollars
(\$8,940,800.00)**

WHEREAS, the Project identified above is a public project in accordance with applicable law, and the DISTRICT identified above awarded to the CONTRACTOR identified above (herein, the "PRINCIPAL") a contract providing for completion of the Project/Bid Package identified above ("Contract"); and

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the PRINCIPAL furnish a labor and materials payment bond to the DISTRICT that ensures the faithful performance of the PRINCIPAL'S obligations pursuant to the Contract to pay for materials, labor and other things as required by law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the DISTRICT to the PRINCIPAL pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents to the DISTRICT that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, We, the PRINCIPAL and Surety, are hereby held and firmly bound to the DISTRICT in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

THE CONDITION OF THIS OBLIGATION is that, if the PRINCIPAL, or any of its heirs, executors, administrators, successors or assigns, or any of its subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the PRINCIPAL or any of its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorney's fees as fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Contract or other Project documents, or of the PRINCIPAL'S rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in making a claim on this Payment Bond; or (4) any breach of any contract by the DISTRICT, the PRINCIPAL or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

**SURETY'S SOUTHERN CALIFORNIA/
LOCAL REPRESENTATIVE**

**SURETY'S REPRESENTATIVE FOR
FILING CLAIMS**

Company Name

Company Name

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Representative Name

Representative Name

Representative Telephone Number

Representative Telephone Number

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Each person that signs this Payment Bond on behalf of the PRINCIPAL or the Surety thereby represents and warrants that the party he or she represents has duly-authorized him or her to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the PRINCIPAL and Surety have executed this Payment Bond as evidenced by the signatures, below, of their respective, duly-authorized representatives.

PRINCIPAL

SURETY

CREW, INC.

Company Name

Company Name

Representative Signature

Representative Signature

Representative Name

Representative Name

Representative Title

Representative Title

Date Signed

Date Signed

PRINCIPAL: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.

Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.

ATTACHMENT NO. 2 TO CONSTRUCTION SERVICES AGREEMENT

PERFORMANCE BOND

District: PERRIS UNION HIGH SCHOOL DISTRICT

Project: PERRIS HIGH SCHOOL NO. 4

Bid Package No.: 01 - Earthwork

Contractor: CREW, INC.

Surety: _____

Bond #: _____

**Penal Sum: Eight Million, Nine Hundred Forty Thousand, Eight Hundred Dollars
(\$8,940,800.00)**

WHEREAS, the Project identified above is a public project in accordance with applicable law, and the DISTRICT identified above awarded to the CONTRACTOR identified above (herein, the "PRINCIPAL") a contract providing for completion of the Project/Bid Package identified above ("Contract"); and

WHEREAS, the Contract requires that the PRINCIPAL furnish a bond to the DISTRICT that ensures the faithful performance of the PRINCIPAL'S obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract, which bond must have a penal sum equal to one hundred percent of the total amount payable by the DISTRICT to the PRINCIPAL pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents and warrants to the DISTRICT that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the PRINCIPAL and Surety, are hereby held and firmly bound to the DISTRICT in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

THE CONDITION OF THE FOREGOING PAYMENT OBLIGATION is that, if the PRINCIPAL (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the PRINCIPAL pursuant to the Contract and any amendments or changes thereto, in full and strict conformance with the requirements thereof, and all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the DISTRICT, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the PRINCIPAL has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the DISTRICT or any other party), and the obligation of Surety hereunder shall continue so long as any such obligation of PRINCIPAL continues to exist. The obligations of Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations Surety may have pursuant to any labor and materials payment bond applicable to the Project.

Perris High School No. 4

Attachment No. 2 to Construction Services Agreement

Whenever the DISTRICT declares the PRINCIPAL to be in default of its obligations pursuant to the Contract, the DISTRICT having performed its obligations thereunder, the Surety, promptly within the time required by the Contract, shall remedy the default or, at the DISTRICT'S discretion, shall:

- (i) Complete the Project/Bid Package in strict accordance with the terms and conditions of the Contract, including, without limitation, provisions for the time(s) within which the Surety must act; or
- (ii) Obtain, or permit the DISTRICT to obtain, one (1) or more bids or proposals for any and all work required to complete the Project/Bid Package in strict accordance with the terms and conditions of the Contract, and upon determination of each lowest responsive and responsible bidder or proposer, arrange for such bidder or proposer and the DISTRICT to enter into a contract, which may be in accordance with Education Code Section 17406, and make available as the work progresses sufficient funds, up to and including a total amount equal to the penal sum set forth herein less the balance of the contract amount, to pay the cost of completing the Project/Bid Package.

The term "balance of the contract amount," as used in the foregoing paragraph, shall mean the total amount payable by the DISTRICT to PRINCIPAL pursuant to the Contract and any amendments and changes thereto, less the amounts thereof previously paid by the DISTRICT to the PRINCIPAL.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the DISTRICT, the Surety shall neither use the PRINCIPAL nor accept a bid or proposal from the PRINCIPAL for purposes of completing the Project/Bid Package; and (ii) the DISTRICT shall have the right, in its reasonable discretion, to reject any CONTRACTOR or subcontractor that the Surety may propose to fulfill such obligations. In the event the DISTRICT provides notice to the Surety that the PRINCIPAL is in default of its obligations pursuant to the Contract and, therefore, the Surety is required, as provided herein, to complete the Project/Bid Package or to arrange for the DISTRICT to contract for completion of the Project/Bid Package, and, through no fault of the DISTRICT, the Surety has exceeded the time permitted pursuant to the Contract for doing so, the DISTRICT may arrange to use replacement CONTRACTOR(S) selected and contracted for by the DISTRICT to complete the Project/Bid Package and, in such event, the Surety's payment and other obligations pursuant to this Performance Bond shall not be thereby diminished or otherwise limited.

Notwithstanding anything to the contrary, in the event the DISTRICT determines that the PRINCIPAL has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that PRINCIPAL'S performance does not conform with the requirements of the Contract, the DISTRICT may notify the Surety. In such event, the Surety must make reasonable attempts to assist the PRINCIPAL to resolve or avoid the default by the PRINCIPAL. The Surety and PRINCIPAL expressly agree that neither the giving of such notice by the DISTRICT nor the giving of such assistance by the Surety shall be deemed or construed to constitute interference by the DISTRICT or the Surety with the Contract or the ability of the PRINCIPAL to obtain any bond(s) in any amount(s) from any surety insurer(s).

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the PRINCIPAL'S rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless Surety has provided all of the following information:

**SURETY'S SOUTHERN CALIFORNIA/
LOCAL REPRESENTATIVE**

**SURETY'S REPRESENTATIVE FOR
FILING CLAIMS**

Company Name

Company Name

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Representative Name

Representative Name

Representative Telephone Number

Representative Telephone Number

(The remainder of this page intentionally left blank.)

Each person that signs this Performance Bond on behalf of the PRINCIPAL or the Surety thereby represents and warrants that the party he or she represents has duly-authorized him or her to sign, and thereby bind such party to, this Performance Bond.

IN WITNESS WHEREOF, the PRINCIPAL and Surety have executed this Performance Bond as evidenced by the signatures, below, of their respective, duly-authorized representatives.

PRINCIPAL

SURETY

CREW, INC.

Company Name

Company Name

Representative Signature

Representative Signature

Representative Name

Representative Name

Representative Title

Representative Title

Date Signed

Date Signed

PRINCIPAL: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.

Surety: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____
(This must be filled in by a corporate surety).

ATTACHMENT NO. 3 TO CONSTRUCTION SERVICES AGREEMENT

CERTIFICATION REGARDING ASBESTOS

District: PERRIS UNION HIGH SCHOOL DISTRICT
Project: PERRIS HIGH SCHOOL NO. 4
Bid Package No.: 01 - Earthwork
Contractor: CREW, INC.

The undersigned hereby certifies to the DISTRICT, subject to penalty for perjury pursuant to California law, that:

- (i) The undersigned is a duly-authorized representative of the CONTRACTOR and, in that capacity, has executed this certification on behalf of the CONTRACTOR.
- (ii) The CONTRACTOR is aware and acknowledges that, for purposes of this certification: (a) asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and (b) an asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.
- (iii) The CONTRACTOR shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.
- (iv) The CONTRACTOR has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks, and liabilities involved in the use of asbestos and asbestos-containing materials.
- (v) The CONTRACTOR acknowledges and agrees that:
 - (a) Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy; and
 - (b) The costs of any such tests shall be paid by the CONTRACTOR if the material is found to contain asbestos at a level greater than as specified herein; and
 - (c) The DISTRICT shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the CONTRACTOR, at no cost to the DISTRICT, must remove, replace and/or repair as necessary any and all affected portions of the Work.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ATTACHMENT NO. 4 TO CONSTRUCTION SERVICES AGREEMENT

NOTICE AND CERTIFICATION REGARDING LEAD-FREE MATERIALS

District: PERRIS UNION HIGH SCHOOL DISTRICT

Project: PERRIS HIGH SCHOOL NO. 4

Bid Package No.: 01 - Earthwork

Contractor: CREW, INC.

NOTICE:

If the Work is other than entirely new construction, the Work may disturb lead-containing or lead-based paint and other building materials that may be incorporated into existing buildings or other improvements located on the project Site. Until sampling and testing confirms otherwise, it shall be presumed that all school buildings and improvements built in 1992 or earlier contain lead-based or lead-containing paint.

The CONTRACTOR shall be responsible for ensuring that its employees and subcontractors fully and adequately comply with, and that the Work is performed in conformance with, all applicable laws, ordinances, rules and regulations governing lead-based or lead-containing paint and other materials, including, but not limited to: (i) Education Code Section 32240 *et seq.*; (ii) Title 8, California Code of Regulations, Section 1532.1; and (iii) Title 17, California Code of Regulations, Section 35001, *et seq.*

If the Work involves renovation, modernization or other disturbance of any existing school buildings or improvements, the CONTRACTOR shall sample and test all materials as appropriate to determine whether lead-based paint or other materials are present and may present a hazard or threat during any such renovation or modernization. The CONTRACTOR shall provide the DISTRICT with the results of any and all such testing, whether conducted prior to commencement of the Work, during the Work, or after completion of the Work.

Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the DISTRICT. Consistent with applicable law, when a lead-based hazard is identified, the CONTRACTOR shall utilize personnel certified by the Department of Health Services ("DHS") to perform lead-related services. The DISTRICT may at any time request that CONTRACTOR provide the training and certification records of each employee of the CONTRACTOR or subcontractor who provides lead-related services. The CONTRACTOR shall be solely responsible for proper disposal, in conformance with all applicable laws, of any and all lead-containing, lead-based or hazardous waste products including, but not limited to, paint chips, residue, and any other material that may be exposed or disturbed during the course of the Work.

California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solders, and other materials that may constitute a potential source of lead contamination.

In the event the CONTRACTOR or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Lead-Containing Materials Certification, the CONTRACTOR shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the DISTRICT, and shall indemnify, defend and hold harmless the DISTRICT, pursuant to the indemnification provisions of the Contract for the Work, with respect to any and all claims, demands, actions, damages, costs, expenses, and other liabilities arising therefrom.

CERTIFICATION:

The undersigned, subject to penalty for perjury, hereby certifies that: (i) the undersigned is a duly-authorized representative of the CONTRACTOR and, in that capacity, has executed this certification on behalf of the CONTRACTOR; (ii) the CONTRACTOR has received notice that lead-containing or lead-based paint or other materials may be located on the Project Site; (iii) the CONTRACTOR has received notice that it must comply with all applicable laws, rules and regulations governing work with, and disposal of, such materials; and (iv) the CONTRACTOR shall comply with all such applicable laws, rules and regulations, as well as the other requirements of this lead-containing materials certification.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ATTACHMENT NO. 5 TO CONSTRUCTION SERVICES AGREEMENT

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

District: PERRIS UNION HIGH SCHOOL DISTRICT
Project: PERRIS HIGH SCHOOL NO. 4
Bid Package No.: 01 - Earthwork
Contractor: CREW, INC.

The undersigned hereby certifies to the DISTRICT, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the CONTRACTOR and, in that capacity, has executed this certification on behalf of the CONTRACTOR;
- (ii) The CONTRACTOR, in accordance with Government Code Section 8350 *et seq.*, the Drug-Free Workplace Act of 1990, shall 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 CONTRACTOR'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 CONTRACTOR'S policy of maintaining a drug-free workplace;
 - (c) Availability of drug counseling, rehabilitation, and employee-assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
 - (3) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by paragraph (1) of this clause (ii) and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.
- (iii) The CONTRACTOR hereby acknowledges and agrees that, if the DISTRICT determines that either (a) the certification herein is false, or (b) the CONTRACTOR violated this certification by failing to carry out the requirements of Section 8355, then the Contract awarded to the CONTRACTOR shall be subject to termination, suspension of payments, or both, and the CONTRACTOR shall be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ATTACHMENT NO. 6 TO CONSTRUCTION SERVICES AGREEMENT

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

District: PERRIS UNION HIGH SCHOOL DISTRICT
Project: PERRIS HIGH SCHOOL NO. 4
Bid Package No.: 01 - Earthwork
Contractor: CREW, INC.

The undersigned hereby certifies to the DISTRICT, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the CONTRACTOR and, in that capacity, has executed this certification on behalf of the CONTRACTOR; and
- (ii) The CONTRACTOR shall ensure a tobacco-free workplace by doing both of the following:
 - (1) Providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

All properties and facilities operated by the Perris Union High School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any DISTRICT property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The CONTRACTOR shall require each person (including, without limitation, any employee of the CONTRACTOR or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the CONTRACTOR shall not thereafter permit such person to be present in, on or at the Project Site.

- (2) Enforcing the requirements specified in the foregoing provision.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ATTACHMENT NO. 7 TO CONSTRUCTION SERVICES AGREEMENT

CERTIFICATION REGARDING WORKERS COMPENSATION

(Labor Code § 1861)

District: PERRIS UNION HIGH SCHOOL DISTRICT

Project: PERRIS HIGH SCHOOL NO. 4

Bid Package No.: 01 - Earthwork

Contractor: CREW, INC.

The undersigned hereby certifies to the DISTRICT, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the CONTRACTOR and, in that capacity, has executed this certification on behalf of the CONTRACTOR; and
- (ii) The CONTRACTOR is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the CONTRACTOR shall comply with such provisions prior to commencing and throughout the entirety of performance of the Work on the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ATTACHMENT NO. 8 TO AGREEMENT

CERTIFICATION REGARDING MASTER CONSTRUCTION SCHEDULE

District: PERRIS UNION HIGH SCHOOL DISTRICT

Project: PERRIS HIGH SCHOOL NO. 4

Bid Package No.: 01 - Earthwork

Contractor: CREW, INC.

The undersigned hereby certifies to the DISTRICT, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the CONTRACTOR and, in that capacity, has executed this Acknowledgment of Master Construction Schedule on behalf of the CONTRACTOR;
- (ii) The CONTRACTOR is aware and understands that the Work required for the Project has been scheduled for particular time period(s) in order to facilitate making school facilities available at particular time(s), promote the best usage of school facilities, to provide an appropriate learning environment for students, and to avoid interference with the educational, recreational and other programs to be conducted at the Project Site;
- (iii) The CONTRACTOR is aware and understands that the Master Construction Schedule for the Project, as developed and as may be modified in accordance with the Contract Documents, shall govern with respect to the timing of the Work, including, without limitation, any and all phasing of the Work specified in the Master Construction Schedule;
- (iv) The CONTRACTOR has carefully and thoroughly reviewed and considered the approved Master Construction Schedule and understands the requirements for labor, materials, equipment, supplies, and other things that are necessary to complete the Work, and any phases thereof, in strict accordance with the approved Master Construction Schedule;
- (v) The CONTRACTOR is aware and understands that, among its other responsibilities pursuant to the Contract, the CONTRACTOR shall be solely responsible for appropriately and adequately coordinating and timing the various portions of the Work (including, without limitation, in relation to work by others on the Project) to ensure that all of its Work is properly completed within the time(s) specified in the Master Construction Schedule; and
- (vi) The CONTRACTOR is aware and understands that the CONTRACTOR may be liable for costs and/or damages arising from any failure by the CONTRACTOR to perform the Work and its other obligations relating to the Project in accordance with the Master Construction Schedule.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into, as of February 1, 2019, by and between the **PERRIS UNION HIGH SCHOOL DISTRICT**, whose address is 155 E. 4th Street, Perris, CA 92570, (hereinafter called "DISTRICT"), **CREW, INC.**, whose address is 19618 S. Susana Road, Rancho Dominguez, CA 90221, (hereinafter called "CONTRACTOR"), and _____, whose address is _____, (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the DISTRICT, CONTRACTOR and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Construction Contract entered into between the DISTRICT and CONTRACTOR for **PERRIS HIGH SCHOOL NO. 4, Category No. 01 - Earthwork**, in the amount of **Eight Million, Nine Hundred Forty Thousand, Eight Hundred Dollars (\$8,940,800.00)**, dated February 1, 2019, (hereinafter referred to as the "Contract"). Alternatively, on written request of the CONTRACTOR, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agency shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the DISTRICT and CONTRACTOR. Securities shall be held in the name of the DISTRICT, and shall designate the CONTRACTOR as the beneficial owner.
- (2) The DISTRICT shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this Agreement is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.
- (4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, CONTRACTOR and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the DISTRICT.

- (6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.
- (7) The DISTRICT shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.
- (8) Upon receipt of written notification from the DISTRICT certifying that the Contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less Escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notification from the DISTRICT and the CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and the DISTRICT and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as set forth on the following page. In signing below, the CONTRACTOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidder Form.

On behalf of DISTRICT:

On behalf of CONTRACTOR:

Candace Reines

 Typed or Printed Name

 Typed or Printed Name

 Signature

 Signature

Deputy Superintendent Business Services

 Title

 Title

155 E. 4th Street, Perris, CA 92570

 Address

19618 S. Susana Rd., Rancho Dominguez, CA 90221

 Address

On behalf of Escrow Agent:

Typed or Printed Name

Signature

Title

Address

At the time the Escrow Account is opened, the DISTRICT and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

PERRIS UNION HIGH SCHOOL DISTRICT

CREW, INC.

Candace Reines

Typed or Printed Name

Typed or Printed Name

Signature

Signature

Deputy Superintendent Business Services

Title

Title

ESCROW AGENT

Type or Printed Name

Signature

Title