



**KIRA CONSTRUCTION INC.**  
Premier Greenhouse Builders

KIRA CONSTRUCTION, INC.  
LIC #927820  
5256 S MISSION RD, SUITE 308, BONSALL, CA 92003 T 760-497-5737

DATE: November 3, 2022

CUSTOMER: Heritage High School  
26001 Briggs Road  
Menifee, CA 92585

PROJECT TITLE: Heritage High School Environmental Controls

ATTN: Hector Gonzalez

PROPOSAL NUMBER: 315

This Proposal is made this 3<sup>rd</sup> day of November 2022, between KIRA CONSTRUCTION INC. ("Contractor") located at 5256 S Mission Rd, Bonsall, CA and PERRIS UNION HIGH SCHOOL DISTRICT ("Owner"). The project is located at 26001 Briggs Road, Menifee, CA 92585 ("Construction Location").

The work described in Section 1 below shall be performed in accordance with all plans, specifications and other documents for the project that are supplied by the Perris Union High School District.

**SECTION 1. SCOPE OF WORK**

Labor and materials for the following:

1. Installation of new Wadsworth Seed Control system;
2. Installation of metal framing for mounting new controls;
3. Pull additional leg to the evaporative system pump from the main breaker panel;

**EXCLUSIONS:**

This proposal doesn't include permits, engineering services, delays due to shortage of materials from the suppliers or theft of materials, increase in material costs that occur between the creation of this document and the date that it is accepted, replacement of damaged materials by the freight company, special inspections of any kind, plumbing work of any kind, removal of plants, shrubs, trees etc. that will restrict clear access around the greenhouse structure, trash dumpsters (to be provided by Owner), site signage, storage containers, temporary protection to adjacent structures, temporary sanitary facilities, weather conditions that are unfavorable, site security and safety fencing.

**SECTION 2. PRICE AND PAYMENT**

Owner agrees to pay the Contractor for the strict performance of the work, at the sum of: **Thirty Thousand One Hundred Seventy-Nine Dollars and Fifty-Nine Cents (\$30,179.59).**

Owner agrees to pay the Contractor a pre-mobilization payment prior to project commencement, at the sum of: **Fifteen Thousand and Eighty-Nine Dollars and Eighty Cents (\$15,089.80).**

Owner agrees to pay the Contractor in weekly progress payments for all work as documented for labor, materials, and equipment. See weekly payment schedule below:

Payment		
Date	Amount	Notes
TBD	\$15,089.79	Due Upon Completion
<b>Total</b>	<b>\$15,089.79</b>	

\*\*Should Contractor finish the project prior to estimated completion date, Owner shall pay Contractor the project balance in full immediately upon written notification by Contractor that project is complete.

### **SECTION 3. ENTIRE PROPOSAL**

This proposal represents the entire proposal between the Contractor and the Owner regarding the work described in Section 1, and supersedes any prior written or oral discussions or representations as to that work.

### **SECTION 4. TIME**

Time is of the essence of this proposal. The Contractor shall provide the Owner with progress reports, including any changes agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control. Due to COVID-19, timing of labor may be out of the control of the Contractor.

### **SECTION 5. DIFFERING SITE CONDITIONS**

Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing of any:

- (1) Material that the contractor believes may be material that is hazardous waste, or a toxic pollutant or other substance, the handling of which may subject Contractor to legal liability.
- (2) Subsurface or latent physical conditions at the work site differing from those indicated in the proposal; or
- (3) Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the proposal.

The Owner shall promptly investigate. If the Owner finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, the Owner shall cause a decrease or increase in the Contractor's cost of, or the time required for, performance of the affected part of the work by issuing a change order under the procedures described in the proposal.

### **SECTION 6. CHANGES IN WORK**

The work shall be subject to changes or additions, deletions or revisions by the Owner. The Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders.

Whenever an adjustment in the proposal price or proposal time is required because of Owner request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the proposal price and the proposal time. Pricing of the adjustment shall be in general accordance with the pricing structure of this proposal. However, to the extent that such pricing is inapplicable, cost of the change or the amount of the adjustment shall be determined on the basis of the cost to the Contractor plus reasonable amounts for overhead and profit.

The Contractor shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, the changes to the proposal price.

#### **SECTION 7. SUSPENSION OF WORK**

If any payment is not made to Contractor as required under this proposal, Contractor may suspend work until such payment is made. Contractor may also suspend work under this proposal if a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the work. Contractor may request that Owner provide written proof of Owner ability to pay Contractor for the work remaining to be performed by Contractor at any time prior to or during performance of this proposal. Failure of Owner to provide such proof shall be justification for Contractor's suspension of work under this proposal.

Any suspension of work under this proposal will also suspend the progress and completion dates set forth in Section 4.

#### **SECTION 8. INSPECTION OF THE WORK**

The Contractor shall make the work accessible at all reasonable time for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

#### **SECTION 9. SITE ACCESS AND RIGHTS OF WAY**

The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the lands upon which the Work is to be performed, including convenient access to the lands and any other lands designated in the proposal documents for use by the Contractor. Owner shall continue to provide such access until completion of the proposal. Any failure to provide such access shall entitle the Contractor to an equitable adjustment in the proposal price and the proposal time.

#### **SECTION 10. REPORTS AND SURVEYS**

Owner shall furnish prior to the start of work all maps, surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the work required. The Owner shall provide all land surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

#### **SECTION 11. PERMITS, LICENSES AND REGULATIONS**

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Owner. The Contractor shall assist the Owner in obtaining such permits and licenses. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for the Owner.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications or other proposal documents are at variance with such laws, ordinances, rules and regulations, the Owner shall promptly be notified and, if necessary, an adjustment made to the proposal time or proposal price.

#### **SECTION 12. TERMINATION**

The Owner reserves the right to terminate the work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs for the portion of the work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilizations and any termination charges by vendors and subcontractors.

#### **SECTION 13. INDEMNIFICATION**

Contractor shall indemnify the Owner against claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury caused, or alleged to be caused, by Contractor or its subcontractors, suppliers, employees, agents or representatives. Contractor shall have no obligation to defend Owner except to the extent of the following coverage:

14.1.1. Casualty Insurance

- a. Worker's Compensation and Employer's Liability Insurance.
- b. Commercial General Liability Insurance, including coverage for Contractor's owned, hired and non-owned automobiles.

14.1.2. Property Insurance

Contractor shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by Architect, Owner and Owner. Owner further agrees to provide such protection as is necessary to protect the work and the workmen of Contractor, Owner and other subcontractors from its operations.

14.1.2.1. Builder's Risk

"All risk" Builder's Risk insurance (excluding the hazards of earthquake and flood) is purchased by Owner and such insurance provides property insurance coverage for both Contractor and subcontractors including loss or damage to Contractor's work. Such insurance shall also apply to any of Owner's property in the care, custody or control of Contractor. Owner waives all rights of recovery against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards, however caused.

**SECTION 15. ARBITRATION**

Any controversy or claim arising out of or relating to this proposal or its alleged breach, which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with JAMS Rules in effect on the date of the proposal, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Owner and Contractor agree that, should Contractor be potentially or actually a party to a lawsuit or arbitration arising out of or connected to this proposal, Owner shall appear in, and be bound by the decision in, that lawsuit or arbitration. The prevailing party in any action or proceeding to enforce this proposal shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

**SECTION 16. PROPOSAL TERMS AND CONDITIONS**

This proposal and the warranties do not cover any damage to the interior or exterior of the property. Contractor does not assume any responsibility for correction of existing code violations or defects unless specified in this proposal. Additional work must be in the form of a written change order and must be signed by both parties prior to commencement of the additional work. In the event of legal action, the Venue shall be San Diego North County Judicial District. Past due amounts are subject to a 2% per month service charge.

**SECTION 17. SPECIAL PROVISIONS**

(Left Blank on Purpose)

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar whose address is: Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

**SIGNATURES:**

Client: PERRIS UNION HIGH SCHOOL DISTRICT

Contractor: KIRA CONSTRUCTION, INC.

By:

By:

Ralph Cox

Title:

Title: CEO

Date:

Date: November 3, 2022