



# PERRIS UNION

## HIGH SCHOOL DISTRICT

Informal Bidding  
Documents  
Bid # 121421

HVAC Services and Repairs

Bid Responses due at 2:00 P.M.  
December 14, 2021

## **Bid Documents**

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## I. NOTICE TO BIDDERS

1. Notice is hereby given that the Board of Trustees of the Perris Union High School District (“District”), of the County of Riverside, State of California, will receive sealed bids for HVAC Services and Repairs (the “Services”) up to, but not later than, 2:00 p.m. on December 14, 2021 and will thereafter publicly open and read aloud the bids. All bids shall be received at the District Office, Purchasing Department located at 155 E. 4th Street, Perris CA 92570.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available on the District website or by contacting Sylvia Hinojosa at [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org).
3. Each bid shall be accompanied by cash, a cashier’s or certified check, or a bidder’s bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. This is a public works project, that may be awarded to one (1) or more contractors, and the successful bidder(s) shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor’s responsibility to determine any rate change.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code § 22300 is permitted.
7. Pursuant to Public Contract Code § 4104, each bid shall include the name, license number, and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code § 5100 et seq. The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, female, and disabled veteran contractors are encouraged to submit bids.
10. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
11. A payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000). Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

By: Perris Union High School District, Purchasing  
Department 155 E. 4th Street Perris, CA 92570  
Attn: Sylvia Hinojosa Email: [sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org)

Notice sent to the District's list of qualified contractors in compliance with Public Contract Code §§ 22034 on November 30, 2021.

## II. INSTRUCTIONS TO BIDDERS

Each bid submitted to the Perris Union High School District (“District”) for HVAC Services and Repairs (“Services”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. **Deadline For Receipt of Bids.** Each bid shall be sealed and submitted to the Purchasing Department no later than 2:00 p.m. on December 14, 2021. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder.

2. **Schedule of Events.**

Event	Dates
Post and Provide Bid Documents	11/30/2021
Request for Clarification to the Bid Documents Due	12/3/2021
Responses to Requests for Clarifications Sent	12/10/2021
Bid Responses Due	12/14/2021
District Sends Out Notice of Intent to Award	12/17/2021
Bid Ratified	01/19/2021

3. **Requests for Information.** A bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder’s right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject only to the limitations of Public Contract Code § 1104. To the fullest extent permitted by law District expressly disclaims responsibility for assumptions a bidder may draw from the presence or absence of information in the bid documents. Any questions relative to the bid shall be in writing and directed to the Purchasing Department at the address specified for receipt of bid proposals. These requests shall be submitted to the District in accordance with the above schedule.
4. **Bid Proposal Forms.** All bid proposals shall be made on the form provided by the District. All items on the form shall be filled out in ink or typed. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.
5. **Execution of Forms.** Each bid shall give the full business address of the bidder and must be signed by the bidder or bidder’s authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District,

satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).

6. **Bid Security.** Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, may result in rejection of the bid.
7. **Withdrawal of Bid Proposals.** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code § 5103.
8. **Addenda or Bulletins.** The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code § 4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.
9. **Bonds.** The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
10. **Rejection of Bids and Award of Contract.** The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Board of Trustees approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.
11. **Execution of Contract.** The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest

responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

12. **Drawings and Specifications.** All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.
13. **Evidence of Responsibility.** Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's availability to perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
14. **Taxes.** Applicable taxes shall be included in the bid prices.
15. **Bid Exceptions.** Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the Scope of Work, the Bidder shall submit those comments to the District in accordance with the timeline specified above. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. Emailed or faxed bids or modifications will not be accepted.
16. **Discounts.** Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.
17. **Quantities.** The quantities shown on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
18. **Prices.** Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. No additional fees, or other surcharges not explicitly provided for in the winning bid, and approved by the District may be invoiced to the District at any time.
19. **Samples.** On request, samples of any products being bid shall be furnished to the District.
20. **Substitutions.** In describing any item, the use of a manufacturer or brand does not restrict bidding to that manufacturer or brand, but is intended only to indicate quality and type of item desired, except as provided in Public Contract Code § 3400. Substitute products may be considered either prior to or after the award of the Contract in accordance with § 3400 and as set forth in either the Special Conditions or the Specifications. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

21. **Container Costs and Delivery.** All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.
22. **Bid Negotiations.** A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.
23. **Prevailing Law.** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.
24. **Allowances.** An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.
25. **Subcontractors.** Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§ 4100 et seq., every bidder shall, on the enclosed Subcontractor List Form, set forth:
  - a. The name, license number, and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half of the one percent (0.5%) of the bidder’s total bid.
  - b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent (0.5%) of the bidder’s total bid, bidder agrees that bidder is fully qualified to and shall perform
  - c. that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§ 4100 et seq., either:
    - (1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;
    - (2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
    - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the total bid as to which the bidder’s original bid did not designate a Subcontractor.
26. **Examination of Contract Documents and Work Site.** Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents and fully inform themselves of



all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work.

27. **Form and Approval of Contract.** The Contract Documents must be approved by the Board of Trustees of the District and its legal counsel. The bidder selected by the District shall execute the contract provided by the District.
28. **Licenses and Permits.** Each bidder shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.
29. **Denial of Right to Bid.** Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code § 1777.7.
30. **Bidders Interested in More Than One Bid.** No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.
31. **Contractor's State License Board.** Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.
32. **Fingerprinting.** By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code § 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity to the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others.
33. **Labor Compliance Monitoring.** The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
34. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code § 20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:
  - a. The lowest bid shall be the lowest bid price on the unit price(s) of items and services without consideration of the prices on the additive or deductive items.

- b. The lowest bid shall be the lowest total of the bid prices on the unit price(s) of items and services and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.
- c. The lowest bid shall be the lowest total of the bid prices on the unit price(s) of items and services and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.
- d. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

35. **Public Records Act.** Responses to the Bid Documents will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Any responses that indiscriminately identify all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” each respondent agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
36. **Quality.** All equipment and materials used in the installation should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
37. **Bid Protest.** Any bid protest must be in writing and received by the District Office before 4:00 p.m. no later than five (5) calendar days following the issuance of a Notice of Intent to Award the bid, and shall comply with the following requirements:
- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

- b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting bidder.
- e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted by the responding party concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. By submitting a bid each bidder agrees that failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
- h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.
- i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

### III. BID FORM

TO: Perris Union High School District, acting by and through its Board of Education, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the Project described below:

**Bid # 121421**

#### **Project Title: HVAC Services and Repairs**

All in strict conformity with the Contract Documents, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the said District, for amounts set forth herein in the attached Base Bid Form.

**Bids shall be valid for 60 calendar days after the bid opening date.**

In case of discrepancy between the written price and the numerical price, the written price shall prevail. Said sums include all applicable taxes, costs, fee, surcharges, etc.

It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

2. Base Bid Form is attached.
3. Attached is the required bid security in the amount of not less than 10% of the Bid: \$ \_\_\_\_\_ Bid Bond, certified check, cashier's check or cash (circle one).
4. Non-collusion Affidavit is attached hereto.
5. The required list of proposed subcontractors is attached hereto.
6. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form

attached hereto in accordance with the bid as accepted. The undersigned will submit the executed Contract, Performance Bond and Payment Bond for Public Works, and Insurance Certificates as specified, all within ten (10) consecutive calendar days after Award of Contract (which date shall be the day following the Board of Education approval of the award). The work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, on the date to be stated in the District's Notice to the Contractor to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. The Contractor shall not start work on the Project until all paperwork required herein is timely and correctly submitted to the District. No time extensions shall be granted to Contractor for Contractor's failure to comply with these provisions.

- 7. Notice of Acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

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- 8. The names of all persons interested in the foregoing proposal as principals are as follows:

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- 9. Bidder certifies that he/she/they are licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, Class of License \_\_\_\_\_. If the bidder is a joint venture, each member of the joint venture must include the above information.

- 10. Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the District, 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 (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

- 11.

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Proper Name of Bidder

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Address

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Note: If bidder is a corporation or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, the bidder's signature shall be placed above. If bidder is a corporation, affix corporation seal.

I, \_\_\_\_\_, the \_\_\_\_\_ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct. Executed on this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ County, California.

Proper Name of Bidder \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Bidder \_\_\_\_\_

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: \_\_\_\_\_  
Place of Residence: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

## HVAC REPAIR AND SERVICES

Each item below is a Base Bid item. Bids for each and every item shall reflect the complete cost for work described (including all costs for labor, materials, equipment, bonding, transport fees, overhead/mark-up over and above direct costs, and applicable taxes).

No minimums are to be included or charged to the District for any work. While the District reserves the right to issue a purchase order for any scope of work, it generally intends to issue purchase orders for projects that would exceed most industry standard minimums. All work conducted under the contract will be priced and charged based on the pricing below.

SERVICE & REPAIR ITEM	PRICE (L&M)
<b>Unit Changes</b>	
Package units	
Mini split units	
Split systems	
Wall units	
Crane Services	
<b>Compressor Change-outs</b>	
Under 5 tons	
5 - 10 tons	
Over 10 tons	
<b>Evaporator Coils</b>	
Change-out	
Repairs	
<b>Line set change-outs and repairs</b>	
<b>Refrigerant leak test</b>	
<b>Isolate and repair leaks</b>	
<b>System charging</b>	
<b>Electrical testing</b>	
<b>Electrical component change-outs</b>	
Capacitors	
Control modules	
Ignition controls	
Relays	
Safety Switches	
Thermostats	
Control wiring	
Transformers	
<b>Component change-out</b>	
Economizers	
Heat exchangers	

Fan motors	
Outdoor condenser motors	
Gas valves	
Burners	
Inducer assembly	
<b>Ducting</b>	
Change-out	
Repairs	
Cleaning	
<b>HVAC system - air test and balance</b>	
<b>Sheet metal work</b>	
Hourly cost	
Fire damper	
Test	
Repair	
<b>Swamp coolers</b>	
Motors	
Belts	
Cooling pads	
Water pump	
Unit replacements	
<b>Variable Frequency Drives (VFD)</b>	
Testing	
Repair	
Replacement	
<b>Variable Refrigerant Flow (VRF)</b>	
Testing	
Repair	
<b>After hours service/repair rate</b>	
<b>Weekend service/repair rate</b>	
<b>Emergency response rate</b>	



## IV. CONTRACT

This Agreement (“Agreement”) is made by and between the Perris Union High School District (“District”), and \_\_\_\_\_ (“Contractor”). The District and the Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

In consideration of the rights and obligations attendant to this Agreement, District and Contractor hereby agree as follows:

### 1. Description of Work (“Scope of Work”)

The Contractor(s) agree to furnish all labor, equipment, and materials, tools, and utility and transportation services, and perform and complete all work necessary for full completion of all construction and services required in accordance with the “Contract Documents” and as described in individual District work orders. The Contract Documents collectively set forth the complete understanding and agreement of the Parties (the “Contract”) with respect to the construction projects to which this Agreement applies (“Project”). The Projects will be a portion of the overall work (“Work”) completed under the Agreement.

Contractor agrees that it will provide the line items listed in the Bid Form, at the prices specified in the bid, based on the needs of the District, as requested over the Term of the Agreement. The District may request performance of various line items of work for a variety of Projects over the Term of the Agreement. These Projects together constitute the Work.

The Work to be performed under the Agreement is described as follows:

#### **HVAC Repair and Services**

To provide the types of HVAC Repair and Services specified by the District, as needed during the Term of the Agreement. The District consists of 10 sites, with an approximate total of 800 HVAC units District-wide. Selected contractor(s) shall have the sufficient staff to manage this type of workload. All amounts to be paid and work done under this Agreement are not to exceed \$200,000 in value for the Term of this Agreement, material and labor included. If multiple contractors are awarded, this amount is not to be exceeded when the work of all contractors is combined.

### 2. Contract Documents

The Contract is composed of all of the documents specified below (“Contract Documents”), each of which is hereby incorporated as an operative and effective part of the Contract. The Parties intend that the Contract Documents are and shall be complimentary and an integrated whole. Any requirement set forth in one Contract Document, but not in one or more of the others, shall be interrupted as if set forth in or applicable to all. The Contract consists of the following Contract Documents:

Notice to Contractors Calling for Bids  
Scope of Work  
Instruction to Bidders  
Contractor's Certification Regarding Workers' Compensation Agreement  
Winning Bidder's Bid Form Price Chart  
Notice of Award  
Notice to Proceed  
Performance Bond  
Payment Bond  
DIR Certification  
List of Subcontractors  
Asbestos-Free Materials Certification  
Non-Collusion Affidavit  
General Liability Endorsement  
Automobile Liability Endorsement  
Contractor & Subcontractor Fingerprinting Requirements  
Drug-Free Workplace Certification  
Alcohol Beverage & Tobacco-Free Campus Policy  
General Conditions  
Special Conditions  
Specifications  
Addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, as issued.

3. **Compensation**

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Bid Form, for the Projects requested by the District, such work shall not exceed a total cumulative Contract Price of \$200,000, which shall be paid to the Contractor according to the Contract Documents.

4. **Prevailing Wages**

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. **Term**

The starting date of the Contract shall be the day listed by the District' first Notice to Proceed, estimated to be approximately January 2022, through January 2023.

6. **Liquidated Damages**

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of five hundred dollars (\$500.00) per calendar day.

7. **Audit**

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code §8546.7.

8. **Provisions Required by Law**

Each and every provision required by law to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision is not included or incorporated into the Contract Documents in accordance with law, or is not correctly included or incorporated, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

9. **Third Party Beneficiaries**

Except to the extent provided by law (e.g. requirements for payment of prevailing wages to workers on the Project), no party other than the Parties may claim or assert any right or benefit arising from the Agreement or the Contract of which this Agreement is a part. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any law intended to benefit that third party ("Required Provision"). Provisions included in the Contract Documents that relate to or permissibly expand on any Required Provision, but are not necessary for compliance with the law providing for the Required Provision, are to be construed as being included in the Contract for the convenience of the Parties, and shall in no event be construed as benefiting any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

10. **Governing Law and Venue**

The Contract of which this Agreement is a part shall be governed by the laws of the State of California. Any action, arbitration or other proceeding arising from the Contract shall be initiated and conducted only in the County of Riverside, California.

11. **Entire Agreement**

The Contract as defined in Section 1 of the Agreement, and as may be amended in accordance with the Contract Documents, constitutes the entire understanding and agreement of the Parties with respect to the Scope of Work described in Section 1 of this Agreement. The Contract supersedes and replaces all other oral or written agreements, understandings, negotiations, or discussions.

12. **Due Authority of Signatories**

Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

PERRIS UNION HIGH SCHOOL DISTRICT

_____	_____
Name	Contractor Name
_____	_____
Signature	Contractor License No. and Expiration Date
_____	_____
Title	Individual Signature
_____	_____
Date	Title
	_____
	Date

**V. PERFORMANCE BOND**

WHEREAS, the Board of Trustees of the Perris Union High School District (“District”), at its meeting on \_\_\_\_\_, 202\_\_, has awarded to \_\_\_\_\_ (“Principal”), the Contract for performance of the following project (“Project”):

\_\_\_\_\_ Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

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

In the event of the District’s termination of the Contract due to the Principal’s breach or default of the Contract Documents, within sixty (60) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District’s termination of the Contract, the Surety shall notify District in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense (“Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of

such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

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 on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

*To be signed by Principal and Surety and acknowledgment and notarial seal to be attached.*

Principal: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_

Authorized District Signature

**VI. PAYMENT BOND**

WHEREAS, the Perris Union High School District (“District”) and the Contractor, \_\_\_\_\_ (“Principal”) have entered into a contract (“Contract”) for the HVAC Repair and Services (“Services”) which Contract dated \_\_\_\_\_, 202\_\_, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, Contractor/Principal is required by California Civil Code Section 9550 et seq. to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto District in the penal sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials 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 Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for

whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

*To be signed by Principal and Surety and acknowledgment and notarial seal to be attached.*

Principal: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Authorized District Signature



## VII. GENERAL CONDITIONS

### DEFINITIONS

**Addendum:** A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

**Alternate:** The sum to be added to or deducted from the base Bid if the change in the Scope of Work as described in Alternates is accepted by the District.

**Approved:** Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

**Bid:** The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

**Contract:** The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

**Contract Documents:** The Contract Documents are described in the Contract for this Project.

**Contractor:** The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

**District and/or Owner:** The District, its Board of Trustees, authorized officers and employees, and

**DSA:** The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

**Final Completion:** Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

**Inspector:** The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

**Furnish:** Purchase and deliver to the site of installation.

**Board of Trustees:** The Board of Trustees of the District.

**Indicated or As Shown:** Shown on drawings and/or as specified.

**Install:** Fix in place, for materials; and fix in place and connect, for equipment.

**Modification:** An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

**Project:** The total construction work and activities described in these Contract Documents.

**Secure:** Obtain.

**Subcontractor:** A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

## 1. **CONTRACT DOCUMENTS**

### a. **Contents and Precedence**

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any special conditions, and the Specifications. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

### b. **Ambiguities, Errors, and Inconsistencies**

If, in the opinion of the Contractor, the Services indicated on the Scope of Work or otherwise specified are in conflict with accepted industry standards and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the District for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104.

### c. **Standards**

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials,

workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice to Bidders. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

**2. MASTER MANDATORY PROVISIONS**

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

**3. CONTRACTOR**

The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment (other than those specified as being provided by the District), tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the District in the performance of such duties.

**4. RESPONSIBILITY OF CONTRACTOR**

Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.

**5. PERFORMANCE AND PAYMENT OF BONDS**

- a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
  - (1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

## 6. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's

Insurance Guide’s latest edition. On a case- by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines (“LESLI List”) with a rating of A VIII or above as listed in Best’s Insurance Guides’ latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.

- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

Type of Coverage	Minimum Requirement
<p style="text-align: center;"><b>Commercial General Liability</b></p> <p>Including Bodily Injury, Personal Property Damage, Advertising Injury, and Medical Payments.</p> <p style="text-align: right;">Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000</p>	
<p style="text-align: center;"><b>Automobile Liability Insurance (Any Auto)</b></p> <p style="text-align: right;">Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000</p>	
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$1,000,000

- (1) **General Liability Insurance:** Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor’s protected coverage, blanket contractual, completed operations, vehicle coverage and employer’s non-ownership liability coverage, in an amount no less than:
  - (a) \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate.
- (2) **Automobile Liability Insurance:** Covering bodily injury and property damage in an amount no less than \$1,000,000.00 combined single limit for each occurrence and \$2,000,000.00. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

- c. The certificate(s) for the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:
- d. The certificate(s) for both the General Liability Policy and the Automobile Liability Policy, shall be endorsed with the following specific language:
  - (1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
  - (2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
  - (3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.
  - (4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
  - (5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or “modified occurrence,” policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor’s failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. **Workers’ Compensation Insurance:**
  - (1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers’ Compensation insurance and employer’s liability coverage in the amount of the statutory limit, with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work

contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

- (2) If the Contractor fails to maintain such insurance, the District may take out worker's compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
- (3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.
- (4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

## 7. **CODES AND REGULATIONS**

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the District of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable

Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.

**8. PERMITS AND TAXES**

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.
- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

**9. PATENTS AND ROYALTIES**

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Board of Trustees, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

**10. SAFETY AND FIRE PREVENTION**

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.



- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the District, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.
- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.
- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

**11. HAZARDOUS MATERIALS**

In the event the Contractor, or any Subcontractor, encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, other than the ACM identified for removal and/or abatement in the in the Scope of Work for the Project, and which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District in writing, whether or not such material was generated by the Contractor or the District. The work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, when it has been rendered harmless by written agreement of the District and the Contractor, or upon agreement that the Contractor or a Subcontractor will perform the necessary abatement and/or removal as a part of the Project.

**12. SIGNS**

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the special conditions.

**13. TIME**

- a. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of Services within, or sooner than, the time specified.

- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid the delay Services.
- c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of Services that will complete the work within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Service schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends.

14. **DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT**

a. **District's Right to Stop Work:**

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. **Termination for Cause:**

- (1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.

- (2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. **Termination or Suspension for Convenience:**

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- (1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- (2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

15. **ASSIGNMENT OF CONTRACT**

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

16. **PAYMENTS**

a. **Cost Breakdown:**

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in completion of the

scope of work. The work items shall be sufficiently detailed to enable the District to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. **Scope of Payment**

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

c. **Payments Do Not Imply Acceptance of Work:**

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

d. **Payment to Subcontractors and Suppliers**

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the payment is made.

e. **Stop Notice Costs:**

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

f. **Unit Prices, Schedule of Values, or Allowances:**

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

g. **Time and Materials:**

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- (1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- (2) Material, including sales taxes and other taxes pertaining to materials.
- (3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- (4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to inclusive.
- (5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

**h. Oral Modifications**

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

**17. INDEMNITY**

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such

Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code § 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

18. **WARRANTY OF TITLE**

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

19. **USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE**

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, as determined by the District, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

20. **GUARANTEE AND WARRANTY**

By signing this Contract, Contractor agrees to the following guarantee and warranty:

**Guarantee & Warranty**

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within the ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

This guarantee and warranty does not limit any other applicable guarantee or warranty that may be longer.

**21. MATERIALS**

- a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice to bidders.
- c. While it is understood that penetration mastic currently in use at the Project site containing ACM will be removed and/or abated as a part of the Scope of Work, the Contractor agrees that none of the materials to be provided, furnished or installed on this Project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

**22. INSPECTION**

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations.

- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.
- c. Whenever required by the District, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

23. **CLEANUP**

The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

24. **NO DISCRIMINATION**

It is the policy of the District that, in connection with all work performed under this public works contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. 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 § 12900, Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by all Subcontractors and suppliers.

25. **LABOR STANDARDS**

a. **Work Hours:**

In accordance with Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code § 1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. **Penalty:**



Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. **Employment of Apprentices:**

Contractor shall comply with Labor Code §§ 1773.3, 1777.5 and 1777.6, and 3077 et. seq., each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

d. **Labor Code:**

The Contractor shall be knowledgeable of and comply with Labor Code §§ 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

26. **GENERAL RATE OF PER DIEM WAGES**

a. **On File:**

As required by Labor Code § 1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

b. **Prevailing Wage Rate:**

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code § 1771 and 1774 and 8 CCR § 16000(a).

c. **Penalty:**

In accordance with Labor Code § 1775, the Contractor shall forfeit to the District as penalty, the sum of not more than two hundred dollars (\$200) for each calendar

day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

**27. RECORD KEEPING**

- a. The Contractor agrees to comply with Labor Code §§ 1776 and 1812. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified; shall be submitted electronically at least monthly to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations; and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations, and his or her other deputies and agents.
- b. In addition, copies of the above records shall be available as follows:
  - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
  - (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;
  - (3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a

manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

- d. The Contractor shall inform the District of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten day period, the Contractor shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- f. Responsibility for compliance with this provision shall be with the Contractor.

## 28. **RESOLUTION OF CONSTRUCTION CLAIMS**

- a. Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall first be resolved using the procedures set forth at Public Contract Code § 9204. "Claims" are defined for this Article, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by the District.
- b. Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents.

- c. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with § 20104) of Chapter 1 of Part 2 of the Public Contract Code (“Article 1.5 claim”). For purposes of this Article, “public work” has the same meaning as set forth in Civil Code §§ 3100 and 3106.
- d. All claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 (“\$50,000 claim”) or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 (“\$50,000 - \$375,000 claim”). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District’s written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- e. Within 15 days of receipt of the District’s response, if Contractor disputes the District’s written response, or within 15 days of the District’s failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer to be scheduled by District within 30 days. Following the meet and confer conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Government Code § 900 et seq. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- f. Pursuant to Public Contract Code § 20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Government Code § 900 et seq.
- g. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- h. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code § 20104.4(b)(1) - (b)(3).
- i. For any claim in excess of the \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.
- j. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- k. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

**29. RETENTION OF DVBE RECORDS**

The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

**30. FINGERPRINTING**

District Determination of Fingerprinting Requirement Application:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees (which includes Subcontractor employees):

are subject to the requirements of Education Code § 45125.2 and Paragraph (a) below, is applicable.

are not subject to the requirements of Education Code § 45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§ 45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or

repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code § 45125.2 the Contractor shall, at Contractor's own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor's employees by a District employee.

b. **Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§ 45125.2)**

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

**31. LABOR COMPLIANCE MONITORING**

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the District to ensure the Department of Industrial Relations is advised of the award of the construction contract in a timely manner by filing form PWC-100 with the Department of Industrial Relations after award of the contract.

**32. DRUG-FREE WORKPLACE CERTIFICATION**

Contractor certifies all of the following:

- a. Contractor is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
- b. Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
  - (1) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation 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) Contractor's policy of maintaining a drug-free workplace;
    - (c) The 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 subdivision (a), above, and that as a condition of employment by Contractor in connection with the work on the Project, the employee agrees to abide by the terms of the statement.
- c. Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

**33. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

34. **GENERAL PROVISIONS**

a. **Assignment and Successors:**

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. **Third-Party Beneficiaries:**

There are no intended third party beneficiaries to the Contract.

c. **Choice of Law and Venue:**

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. **Severability:**

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. **Entire Agreement:**

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. **Waiver:**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. **Headings**

The headings in the Contract Documents are included for convenience only and shall neither affect the Services/Repairs or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.



## VIII. SPECIAL CONDITIONS

### 1. **Time of Performance**

Work under this Contract shall be scheduled and coordinated in compliance with the following:

- a. The anticipated date of the award of the Contract is December 17, 2021.
  - b. Contract submittals are due on December 14, 2021.
  - c. Pursuant to the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Service work scheduled.
2. **Future Work:** All future work awarded from this bid shall be coordinated with the District's Director of Facilities or his designee and the Contractor. No work shall be started until scheduling has been agreed upon by all parties.
  3. **Liquidated Damages – Contract Submittals:** If the executed Contract and required bonds and certificates of insurance are not received by the District prior to the scheduled start date, the agreed liquidated damages established in the General Conditions is Five Hundred Dollars (\$500.00) per day for each calendar date the start date is delayed.
  4. **Certification Requirements:** The Contractor or subcontractor must be certified by the factory or manufacturer to install any equipment or other products that may require a certification. Such certifications must be obtained prior to submittal of the bid.
  5. **Time of Work Restrictions:** The worksite will be available Monday through Saturday, from 7 AM to 5 PM. This schedule is subject to change as the needs of the District require, and would be scheduled with the District's Director of Facilities or his designee.

## **IX. SPECIFICATIONS**

**X. PROJECT FORMS**

**Notice of Intent to Award**

To:

Project Description: HVAC Repair and Services.

The District has considered the bid submitted by you for the above described work in response to its Notice to Bidders for the Project.

You are hereby notified that the District intends to accept your bid in the amount of: (\$\_\_\_\_\_).

You are requested to execute the Contract and furnish the required Performance Bond and Payment Bond using the bond forms provided in the Contract Documents and the required certificates of insurance within ten (10) business days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) business days from the date of issuance of this Notice, the District may consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

Notice of Intent to Award is hereby acknowledged by:

\_\_\_\_\_, this is the \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Notice to Proceed**

To:

Date:

Project: HVAC Repairs and Services

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, 20\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_. This contract shall be for a three (3) year term with the option to renew for an additional two (2) one-year terms.

By: \_\_\_\_\_  
Authorized District Signature

## Contractor's Certificate Regarding Drug-Free Workplace

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency 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; and
  - 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 by subdivision (a) 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such 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: \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Contractor's Certificate Regarding  
Alcoholic Beverage and Tobacco-Free Campus Policy**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco- Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Date: \_\_\_\_\_

\_\_\_\_\_

Contractor

By:

\_\_\_\_\_

Signature

**Recycled Content Certification**

The undersigned declares that he or she is the person who executed the bid for Bid # 121421 (“Project”), and submitted it to the District on behalf of \_\_\_\_\_ (“Contractor”).

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

\_\_\_\_\_ % Postconsumer Material

\_\_\_\_\_ % Secondary Material

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

### **Asbestos-Free Materials Certification**

The undersigned declares that he or she is the person who executed the bid for Bid # 121421 (“Project”), and submitted it to the District on behalf of \_\_\_\_\_ (“Contractor”).

To the best of my knowledge, information and belief, in completing the Contractor’s Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**Fingerprinting/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: \_\_\_\_\_

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

**Contractor's Certificate Regarding  
Workers' Compensation Form**

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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 submitted with the Contractor's bid.

**Certification of Contractor and Subcontractor  
Division of Industrial Relations Registration**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I \_\_\_\_\_, \_\_\_\_\_ certify that  
(Name) (Title)

\_\_\_\_\_ is currently registered as a contractor with the  
(Contractor Name)

Department of Industrial Relations (DIR):

Contractor's DIR Registration Number: \_\_\_\_\_

Expiration Date: June 30, 20\_\_\_\_

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at the time of the bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**List of Subcontractors Form**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, and (c) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

<b>Work to be done by Subcontractor</b>	<b>Subcontractor</b>	<b>Location of Business</b>	<b>CSLB Contractor License No.</b>	<b>DIR Registration Number</b>

## Information Required of Bidders

### 1. Information About Bidder

[\*\*Indicate not applicable (“N/A”) where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Telephone Number

4.0 How many years has Bidder’s organization been in business as a Contractor?  
\_\_\_\_\_

5.0 How many years has Bidder’s organization been in business under its present name? \_\_\_\_\_

5.1 Under what other or former names has Bidder’s organization operated?  
\_\_\_\_\_  
\_\_\_\_\_

6.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

6.2 State of Incorporation: \_\_\_\_\_

6.3 President’s Name: \_\_\_\_\_

6.4 Vice-President’s Name(s): \_\_\_\_\_  
\_\_\_\_\_

6.5 Secretary’s Name: \_\_\_\_\_

6.6 Treasurer’s Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals: \_\_\_\_\_

\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

\_\_\_\_\_  
\_\_\_\_\_

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

\_\_\_\_\_  
\_\_\_\_\_

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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14.0 List Trade References:

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15.0 List Bank References (Bank and Branch Address):

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16.0 Name of Bonding Company and Name and Address of Agent:

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**Non-Collusion Affidavit**

(To be executed by Bidder and submitted with bid)

State of California

County of \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, California.

Signature of Bidder \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_day of \_, 20\_\_\_\_.

\_\_\_\_\_  
**Notary Public In and for said County and State**



**Escrow Agreement for Security Deposits  
in Liew of Retention**

This Escrow Agreement is made and entered into by and between the Perris Union High School District, hereinafter called "OWNER," and \_\_\_\_\_, hereinafter called "CONTRACTOR," and \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the OWNER, 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 OWNER in the amount \_\_\_\_\_ (\$ \_\_\_\_\_) pursuant to the Services Contract entered into between the OWNER and CONTRACTOR for \_\_\_\_\_ Project/Services in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the CONTRACTOR, the OWNER 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 Agent shall notify the OWNER within ten (10) days of 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 OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate \_\_\_\_\_ as the beneficial owner.
2. The OWNER shall make progress payments to the CONTRACTOR for such 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 OWNER makes payments 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 contract 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 OWNER 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 OWNER. These expenses and payment terms shall be determined by the OWNER, 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 OWNER.
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 OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. The OWNER 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 OWNER of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.
- (8) Upon receipt of written notification from the OWNER 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 moneys and securities on deposit and payment of fees and charges.
- (9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to sections (5) to (8), inclusive, of this agreement and the OWNER 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 OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Agent:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

*[contractor signatures continue on the following page]*

On behalf of Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

OWNER

CONTRACTOR

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

END OF DOCUMENT