

# **PROJECT MANUAL**

## **Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Preventative Maintenance and Equipment Repair Services**

**Hacienda La Puente Unified School District**

**July 30, 2025**

**SECTION 02**

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**SECTION 03**

**NOTICE TO BIDDERS / INVITATION TO BID**

1. Notice is hereby given that the governing board ("Board") of the **Hacienda La Puente Unified School District** ("District") will receive sealed bids for the following services:

**Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Preventative Maintenance and Equipment Repair Services** ("Project" or "Contract")

2. **THIS SECTION INTENTIONALLY LEFT BLANK**

3. Bidders must submit sealed bids on or before 3:00 p.m., August 27, 2025, at the District Office, located at 15959 E Gale Ave., City of Industry, California 91745, Bidders must ensure that the District time stamps the Bidder's bid at that time. At or after this time, the District will open the bids and publicly read them aloud. Any claim by a Bidder of error in its bid must be made in compliance with Public Contract Code § 5100, et seq. The District is not responsible for (1) bids received after the deadline noted above; (2) bids misdelivered, by any method, even to a different District address.

4. The Project consists of:

**Regular pool service, preventative maintenance, cleaning, upkeep and repairs of the District's four high school pools**

5. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
6. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: C-53

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

7. As security for its Bid, each Bidder shall provide with its Bid form
- a bid bond issued by an admitted surety insurer on the form provided by the District,
  - cash, or
  - a cashier's check or a certified check, drawn to the order of the **Hacienda La Puente Unified School District**,

in the amount of ten percent (10%) of the **Base Bid – Annual Service Amount**. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

8. The successful Bidder shall be required to furnish a 100% Performance Bond if it is awarded the contract for the Project.
9. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of Public Contract Code § 22300.
10. As applicable, the successful Bidder shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Labor Code § 1770 et seq. Prevailing wage rates are on file with the District and are available to any interested party on request or at [www.dir.ca.gov/oprl/statistics\\_and\\_databases.html](http://www.dir.ca.gov/oprl/statistics_and_databases.html). Bidders shall comply with the registration and

qualification requirements pursuant to Labor Code §§ 1725.5 & 1771.1

11. A mandatory pre-bid conference/job-walk will be held on August 13, 2025, starting at 9:00 a.m. Bidders must visit and sign in with the District's Purchasing representative at each location verifying attendance. With the exception of the first site, the times below are estimates only, the District shall not be responsible for adjustments if attendees take more or less time conducting their site investigations. Failure to sign in at any location during the pre-bid conference is a violation of this section of the Bid and will render the bid nonresponsive.

9:00 a.m. Los Altos High School: 15325 E. Los Robles Ave., Hacienda Heights CA, 91745

9:45 a.m. Wilson High School: 16455 Wedgeworth Dr., Hacienda Heights CA, 91745

10:15 a.m. La Puente High School: 15615 E. Nelson Ave., La Puente CA, 91744

11:00 a.m. Workman High School: 16303 E. Temple Ave., City of Industry CA, 91744

12. Contract Documents will be available on or about July 30, 2025, from the Purchasing webpage on the District's website located at: <https://www.hpschools.org/district/business-services-division/purchasing-warehouse>
13. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible Bidder(s) based on: The low **Base Bid – Annual Service Amount**.

END OF DOCUMENT

## SECTION 04

### INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

**Hacienda La Puente Unified School District** ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. **Project.** Bids are requested for a maintenance contract for the following project:

**Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Preventative Maintenance and Equipment Repair Services ("Project" or "Contract")**

2. **Submittal of Bids.** District will receive sealed Bids from Bidders as indicated in the Invitation to Bid and each Bidder shall ensure that its Bid contains all documents as required herein and is submitted by date and time shown in the Invitation to Bid.

- a. Bidders must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.

3. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids.

4. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each Bidder must complete and submit all of the following documents as its Bid:

- Bid Form
- Bid Bond or other security
- Noncollusion Declaration
- Iran Contracting Act Certification
- Contractor References & Employee Qualifications

- a. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

- b. **Bid Bond or Other Security.** Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their ***Base Bid – Annual Service Amount***. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

- c. **Noncollusion Declaration.** Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

- d. **Iran Contracting Act Certification.** Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and

will not be considered.

- e. **Contractor References & Employee Qualifications.** A minimum of five (5) Contractor references are required, including information on four (4) currently employed pool technicians that meet the minimum licensure and experience qualifications. The District reserves the right to contact references and request additional information to confirm accuracy or verification of the information given here.
5. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
6. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are on file with the District and are available to any interested party on request or at [www.dir.ca.gov/oprl/statistics\\_and\\_databases.html](http://www.dir.ca.gov/oprl/statistics_and_databases.html).
7. **Contractor Registration.** Bidder shall ensure that it complies with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.
8. **Bidder Diligence.** Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has visited the Sites, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of service to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the site conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions. Bidder has notified the District if it contends that it requires additional examinations, investigations, explorations, tests, reports, studies, or similar information or data prior to submitting its bid;
  - c. Bidder has correlated its knowledge and the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
  - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
  - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or

employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.
  - g. **Conditions Shown on the Contract Documents:** Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
    - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that this information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make that verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
    - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of this information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from that information; nor is District responsible for subsurface conditions that are not specifically shown if those subsurface conditions are reasonably determinable by above-ground conditions and observation or as-built conditions (e.g., subsurface soil conditions in areas contiguous to areas where an above-ground condition is shown; utility pipes between a manhole and a water source, etc.).
  - h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes:** Reference is made to the document entitled Existing Information and Documentation Regarding Project Site, for identification of:
    - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and
    - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.
    - (3) These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Existing Information and Documentation Regarding Project Site, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings.
9. **As-Builts.** Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Information and Documentation Regarding Project Site applies to all supplied “as-built” drawings.
10. **Questions.** All questions about the meaning or intent of the Bid, Contract Documents including the plans and specifications are to be directed in writing via email to the District at: [jduarte@hlpusd.org](mailto:jduarte@hlpusd.org). Interpretations or

clarifications considered necessary by the District in response to those questions will be issued in writing by Addenda. Questions must be submitted by 2:00 p.m. August 19, 2025, questions submitted after the aforementioned time may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

11. **Addenda.** Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District. Addenda will be posted here: <https://www.hipschools.org/district/business-services-division/purchasing-warehouse>
12. **Alternates.** The Contract may include alternates. Alternates are defined as alternate services, products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Invitation to Bid.
13. **Notice of Award.** The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.
  - a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
  - b. Performance Bond (100% of the amount of the **Base Bid – Annual Service Amount**): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - c. Insurance Certificates and Endorsements as required.
  - d. Certifications to be Completed by Contractor (Section 00 45 40)
  - e. Criminal Background Investigation/Fingerprinting Certification.
14. **Notice to Proceed.** District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.
  - a. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.
  - b. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may, by written notice to District within **SEVEN (7)** calendar days after receipt by Contractor of District's notice of postponement, take one of the following actions:
    - (1) **Agree with the postponement.** This would be at no additional cost to the District.
    - (2) **Terminate the Contract.** District shall only be obligated to pay Contractor for any Work that Contractor had performed at the time of notification of postponement and that the District had in writing authorized Contractor to perform, if any, prior to issuing a Notice to Proceed.
    - (3) **Request additional compensation.** Contractor must submit detailed documentation demonstrating the need for that additional compensation, compared to the calculations and

amounts that Contractor used to prepare its bid. If the Parties do not agree on an amount for the requested additional compensation, the Contractor can agree to the postponement without any additional compensation, or either Party may terminate the Contract.

- c. If the Contract is terminated as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.
15. **Bid Protests.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3<sup>rd</sup>)** Business Day following the date of bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
  - b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.
  - c. The protest must include the name, address and telephone number of the person representing the protesting party.
  - d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - e. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. 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.
16. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
17. **Bidder's Representative's Authority.** Each bid must be executed by an authorized representative of the Bidder. Bidders may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the Bid Form to bind the Bidder to its bid, etc.).
18. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the Contract Time.

END OF DOCUMENT

## SECTION 05

### PROJECT DESCRIPTION, SPECIFICATIONS & REQUIREMENTS

1. **Project Description.** The District is seeking bids from qualified contractors to provide basic preventative maintenance (PM) services for swimming pools and all associated equipment at its four (4) high school locations. Services include, but are not limited to, regular pool cleaning, chemical treatment, and routine inspection and maintenance of pool systems and equipment. This service would require 2 days per week for pool equipment room checks and maintenance (separated by a minimum of 3 days - Monday to Friday) and 1 day per week vacuuming and cleaning at each of the 4 HLP high school pools. Duties and on-call responses as listed below.

For the safety and wellbeing of the swimmers who use the pools and the maintenance and service life of the pool equipment, the District wishes to ensure that only an experienced swimming pool contractor employing licensed, trained, and experienced employees be awarded this service.

2. **Pool Locations.**

- a. **Glen A Wilson High School** (25 Yard x 25 Meter)

- Approximately 325,000 gallon pool.
- 25 HP circulation motor and pump.
- Four (4) EKO 3 filter tanks with automatic backwash valves with automatic backwash valves.
- Beca 7 pool water chemistry, pool circulation pump and VFD, filter backwash, and pool water level integrated controller.
- Liquid chlorine bulk storage tank with injection pump for chlorine control. Chemicals supplied by others.
- Muriatic acid bulk storage tank with injection pump for pH control. Chemicals supplied by others.
- Lochinvar "Crest" pool water indirect heat exchanger heater.

- b. **La Puente High School** (25 Yard X 30 Meter)

- Approximately 347,000 gallon pool.
- 30 HP circulation motor and pump.
- Three (3) Eko3 sand filter tanks with automated backwash valves.
- Beca 7 pool water chemistry, pool circulation pump and VFD, filter backwash, and pool water level integrated controller.
- Liquid chlorine bulk storage tank with injection pump for chlorine control. Chemicals supplied by others.
- Muriatic acid bulk storage tanks with injection pump for pH control. Chemicals supplied by others.
- (1) CO2 bulk storage tank for total alkalinity and pH control.
- Lochinvar "Crest" (2) pool water indirect heat exchanger heaters (1.5 million BTU each).

- c. **Los Altos High School** (25 Yard x 25 Meter)

- Approximately 325,000 gallon pool.
- 25 HP circulation motor and pump.
- Four (4) EKO 3 filter tanks with automatic backwash valves.
- Chemtrol 6000 Chemical Controller.
- Liquid chlorine bulk storage tank with injection pump for chlorine control. Chemicals supplied by others.
- Muriatic acid bulk storage tank with injection pump for pH control. Chemicals supplied by others.
- Lochinvar "Crest" pool water indirect heat exchanger heater.

- d. **Workman High School** (25 Yard X 25 Meter)

- Approximately 325,000 gallon pool.
- 25 HP circulation motor and pump.

- Three (3) US Filter tanks with semi – automatic backwash valves.
- Chemtrol 2100 Chemical Controller.
- Liquid chlorine bulk storage tank with injection pump for chlorine control. Chemicals supplied by others
- Muriatic acid bulk storage tank with injection pump for pH control. Chemicals supplied by others
- Raypak Xtherm pool heaters (1 million BTU each).

3. **Service Requirements.**

- a. Two (2) service visits each week (not less than three (3) days apart) to each pool. Once weekly vacuuming of each pool, regular maintaining and updating of both electronic log books and on-site manual log books. Manual pool water testing at the probe site and chemical controller reading: Free, combined, and total chlorine readings, pH readings. Manual reading for Total Alkalinity, (once per month - Calcium Hardness and Total Dissolved Solids tests), overall circulation system flow rate, VFD settings, filter inlet and outlet pressures, pool water temperature, autofill operation, pump strainer cleaning, chemical system controller review, test chemical system rotary safety flow switch, chemical injection system review for leaks and potential problems, logging all information, filter re-generation, and media replacement as needed as pressures and flow dictates.
- b. Chemical rated tubing, chemical injection pump parts and rebuilding the chemical injection pumps, replacing the heater air filters, etc. that might need to be replaced or repaired will be covered under the quoted monthly service cost.
- c. The PM service includes all of the basic labor, small parts and supplies and four (4) complete swimming pool vacuums, hoses, poles, brushed, and other items to perform the required pool cleaning.
- d. Weekly pool brushing and vacuuming requirements: Vacuuming and brushing each pool: Once per week each pool is to be manually vacuumed and as needed all walls brushed. Contractor to provide each pool with its own complete manual pool vacuum system and full set of cleaning equipment supplied and maintained in good condition. No sharing of this equipment (except in emergency situations) between HLP pools or other non HLP facilities. The equipment is to remain on site at each pool for the duration of the contract unless it is being serviced or replaced.
- e. Monthly Service Duties:
  - (1) Lubricate the pool level control.
  - (2) Inspect pool areas for potential issues.
  - (3) Sweep and clean equipment rooms.
  - (4) Clean the chlorine injectors (minimum once per month may be needed more in the summer).
  - (5) Provide and replace misc. tubing, chemical injection pump parts, pool water autofill parts, as needed between semiannual services.
  - (6) Provide and replace all pool heater filters.
- f. Log Books / Electronic Service Sheets requirements: Contractor will provide both a manual log book kept on site at all times, up to date with the required LADOEH two (2) years of reading, and an electronic service sheet reporting system that will list all of the services, checks, and findings listed above under “Weekly service visits” and “Weekly pool brushing and vacuuming”:
  - (1) Maintain the paper log sheet as required and approved and are located in each facility equipment room.
  - (2) The contractor must have an electronic service sheet system that records and archives all of this daily pool check data that can be sent to the district upon request. It must be stored and available for the duration of the contract and for a minimum of 2 years after the contract expires. Upon request all of this information must be compiled and sent electronically to the district within 3 working days of receiving the request. The electronic service sheets must include the following information:

- (a) GPS time and date stamp with arrival and exiting times.
  - (b) Full name of the technician performing the service stop.
  - (c) Facility name.
  - (d) Manual and chemical controller reading: Free, combined, and total chlorine readings, pH readings. Manual reading for Total Alkalinity, Calcium Hardness and Total Dissolved Solids tests(monthly). Whether any adjustment to the system were made and what the adjustments were.
  - (e) Circulation system flow rate, filter inlet and outlet pressures, whether the filters were backwashed and the after backwash pressures and flow rate.
  - (f) Pool water temperature and pool water temperature set point.
  - (g) Pool autofill operation check.
  - (h) Pump strainer cleaning check.
  - (i) Chemical system controller review check.
  - (j) Testing of the chemical system rotary safety flow switch.
  - (k) Visually inspecting the chemical injection system for leaks and potential problems.
  - (l) List the acid pump injection speed and any adjustments made.
  - (m) List the chemical levels in the Chlorine and Acid vats.
  - (n) A comment section that is filled out with the general state of the pool and its operation as well as any details needed for any adjustments made to any system or part of any system.
- g. Chemical ordering, receiving, and coordination: Contractor to coordinate with District's direct contracted chemical supplier (s) the following chemicals. Order from the same and ensure that each facility has enough chlorine in one (1) gallon containers to treat that pool in case of a fecal accident and replace as needed;
- (1) Liquid chlorine.
  - (2) Pre-Diluted Muriatic acid at not more than 7.5% strength. – No onsite dilution.
  - (3) Bulk CO2 (where applicable – only 1 school has this at the present time) tank to each pool along with the required CO2 for both pH and TA control.
  - (4) Avoid, except in emergency situations, any addition of additional chemicals such as Soda Ash and Sodium Bi-Carbonate. No use on an ongoing basis to maintain the pool water balance.
  - (5) No use of Cyanuric acid permitted.
- h. Additional services and supplies to be included in the base contract: All ongoing services, parts, and materials needed to maintain the pool equipment in good working order (in addition to the daily listed above). This section is meant to have the awarded contractor supply all the small parts and labor to keep the pool up and running without delay.
- i. Services NOT included in Bid:
- (1) Semiannual and annual pool equipment services.
  - (2) Capital repairs that are more than approximately \$100 in parts and \$250 in labor and might take longer than an hour to perform, all of these other services and items will be quoted separately and as needed. Examples of these exclusions include but are not limited to, circulation motors & pump, hair and lint strainers, lids and baskets, filter and chemical controllers, all diaphragm valves, heaters, motor VFD's, boost pumps and motors, heat exchangers, heater blowers, electrical parts, etc.
- j. Emergency Repairs. The awarded contractor must be able to respond to the District's emergency repair needs, including requests occurring after hours, on weekends, and during holidays. These emergency services will be invoiced separately at the rates specified in the **Bid Alternate** section above. These charges are not included in the Bidder's Base Bid amount.
- (1) The successful bidder must provide a 24/7 emergency contact number or system. The contractor is required to respond within 30 minutes of the District's notification.
  - (2) The contractor must guarantee an on-site response time of no more than 90 minutes from the time of notification.

k. Other Service Requirements.

- (1) PM services shall be billed separately from repair/other services invoices. Repair/other services invoices must be itemized and include labor and materials breakdowns.
- (2) PM services shall take place Monday through Friday (excluding legal holidays) between the hours of 6:00 a.m. and 3:00 p.m.
- (3) The awarded contractor shall request from each school the athletic calendar so they are aware of when the pools will be used for practices and games, PM services shall be scheduled accordingly.
- (4) Pool technicians shall wear either uniforms or other similar clothing with the name or logo of the awarded contractor.
- (5) When arriving onsite, technicians shall check in at the office. Technicians shall contact the plant manager before and after each service or repair.
- (6) The awarded contractor will be issued sets of keys for the gates/equipment rooms at each site, the Contractor will accept these keys in accordance with the key policies included in this Bid.

4. Contractor & Technician Requirements.

- a. Contractor must have a valid C-53 Swimming Pool Contractor license at the time of bid and during the entire time that the contract is in existence.
- b. Contractor must be registered with the California Department of Industrial Relations.
- c. All technicians working on District pools must be employees of the Contractor and not independent contractors.
- d. All technicians working on District pools must hold a Los Angeles County Department of Environmental Health ("LACDEH") Certified Swimming Pool Service Technician license ("CSPST").
- e. All technicians working on District pools must hold either a Certified Pool Operator ("CPO") issued by The Pool & Hot Tub Alliance ("PHTA") or Aquatic Facility Operator ("AFO") certification issued by The National Recreation and Park Association ("NRPA")
- f. All required certifications/licenses held by the Contractor and their employees working on District pools must be current, active, valid and in good standing.
- g. All technicians working on District pools must have at least five (5) years' experience working with similar pools and equipment to those at the District. In addition, each must have at least five (5) years' experience with commercial Becks 7 and Chemtrol PC lines of chemical and filter controllers, Raypak Xtherm & Xtherm and Lochinvar Crest indirect pool heaters, SPCS and Pentair Acu-Drive VFD's, Stark, Eko3, and US filter systems and their control systems, high pressure chemical injection pumps and tubing, and both electronic and hydraulic pool water level controls. No condominium, apartment or health club experience will count toward these requirements.
- h. Contractor must have on staff during the entire time this contract is in effect, a minimum of four (4) technicians that meet the minimum requirements, at least one (1) technician must be available and on-call for emergencies. If the Contractor falls below this minimum number of certified and qualified technicians, they will have 30 days to come into compliance unless a waiver is issued by the District.
- i. All on-site technicians must be in compliance with Criminal Background Investigation/Fingerprinting Certification (see Document 00 45 85).

END OF DOCUMENT



**2. Bid Alternate.**

Bidders are required to include a Bid Alternate response, failure to do so may deem a bid as nonresponsive. In addition to the monthly recurring services the District is seeking labor rates for as-needed services, repairs and additional work not included in the Base Bid.

Hourly Repair Rates.	
	HOURLY RATE
Technician Regular Time	\$ _____
Technician Overtime*	\$ _____
Technician After Hours**	\$ _____
Technician After Hours Overtime ***	\$ _____

\*Overtime will only be paid if technician works in excess of eight (8) hours a day or forty (40) hours per week on District assigned work, however, routine PM work should not be conducted on overtime unless under unusual circumstances and must have prior approval of the District.

\*\*For the purposes of this Contract, after hours work is defined as work on weekends, holidays and between the hours of 6:00 p.m. and 6:00 a.m.

\*\*\* Work in excess of eight (8) hours a day, on District assigned work, performed on weekends, holidays and between the hours of 6:00 p.m. and 6:00 a.m.

- 3. Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 4. Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 5. Contract Time.** The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 6. Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
- The liquidated damages clause of the General Conditions and Agreement.
  - The “Changes in the Work” provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
  - The “Claims” provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
- 7. Bid Open for 90 Days.** It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

8. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Noncollusion Declaration
- Iran Contracting Act Certification
- Contractor References & Employee Qualifications

9. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
<input type="checkbox"/> Or check here if <b>no</b> addenda were issued.	

10. **Bidder's License.** Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid. Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

11. **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

12. **DIR Registration.** Bidder shall ensure that it complies with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

13. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

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

Proper Name of Bidder: \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

Address of Bidder: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Webpage: \_\_\_\_\_

Bidder's Taxpayer Identification No.: \_\_\_\_\_

Bidder's DIR Registration No.: \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Type of Organization of Bidder: \_\_\_\_\_

**If Bidder is a corporation, provide the following:**

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

END OF DOCUMENT

**SECTION 07**

**BID BOND (SECURITY)**

**(Note: If Bidder is providing a bid bond as its bid security,  
Bidder must use this form, NOT a surety company form.)**

The undersigned, \_\_\_\_\_ as Principal ("Principal");

and \_\_\_\_\_ as Surety ("Surety"; a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California) are held and firmly bound unto the **Hacienda La Puente Unified School District** ("District") as Obligee, in the sum of \$ \_\_\_\_\_ **Dollars**, lawful money of the United States, for the payment to the District will and truly to be made pursuant to the provisions herein. Principal and Surety each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid and if the District awards the contract to the Principal and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, the Principal enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds (one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law), and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall immediately issue full payment of the sum stated above to the Obligee upon notification from the Obligee that the Principal has not taken all steps to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on

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

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

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

By: \_\_\_\_\_ (Print Name)

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

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

**Surety:** \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

**The following information must be provided:**

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

\_\_\_\_\_  
Email of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**SECTION 08**

**NONCOLLUSION DECLARATION**  
**Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ [PRINT YOUR TITLE]

of \_\_\_\_\_ [PRINT FIRM NAME],

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

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

Proper Name of Bidder: \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

END OF DOCUMENT

**SECTION 09**

**IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)**

**Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Maintenance and Equipment Repair Services**  
("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

**OR**

2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Bidder: \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

END OF DOCUMENT

**SECTION 10**

**CONTRACTOR REFERENCES & EMPLOYEE QUALIFICATIONS**

**CONTRACTOR REFERENCES**

Facility/District Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Pool Gallons: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_ Service Dates: \_\_\_\_\_  
Does this facility have any of the follow equipment in operation (circle one)

- |   |          |
|---|----------|
| Becs 7 or Chemtrol PC automated control systems           | Yes / No |
| Raypak Xtherm indirect pool heaters (must have multiple)  | Yes / No |
| Stark, Eko3, and US filter system                         | Yes / No |
| SPCS or Pentair Acu-Drive VFD                             | Yes / No |
| Electronic or hydraulic pool water level control system   | Yes / No |
| Do you provide manual vacuuming and brushing of this pool | Yes / No |

Facility/District Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Pool Gallons: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_ Service Dates: \_\_\_\_\_  
Does this facility have any of the follow equipment in operation (circle one)

- |   |          |
|---|----------|
| Becs 7 or Chemtrol PC automated control systems           | Yes / No |
| Raypak Xtherm indirect pool heaters (must have multiple)  | Yes / No |
| Stark, Eko3, and US filter system                         | Yes / No |
| SPCS or Pentair Acu-Drive VFD                             | Yes / No |
| Electronic or hydraulic pool water level control system   | Yes / No |
| Do you provide manual vacuuming and brushing of this pool | Yes / No |

Facility/District Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Pool Gallons: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_ Service Dates: \_\_\_\_\_  
Does this facility have any of the follow equipment in operation (circle one)

- |   |          |
|---|----------|
| Becs 7 or Chemtrol PC automated control systems           | Yes / No |
| Raypak Xtherm indirect pool heaters (must have multiple)  | Yes / No |
| Stark, Eko3, and US filter system                         | Yes / No |
| SPCS or Pentair Acu-Drive VFD                             | Yes / No |
| Electronic or hydraulic pool water level control system   | Yes / No |
| Do you provide manual vacuuming and brushing of this pool | Yes / No |

**CONTRACTOR REFERENCES (continued)**

Facility/District Name: \_\_\_\_\_

Address: \_\_\_\_\_ Pool Gallons: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Service Dates: \_\_\_\_\_

Does this facility have any of the follow equipment in operation (circle one)

- Becs 7 or Chemtrol PC automated control systems Yes / No
- Raypak Xtherm indirect pool heaters (must have multiple) Yes / No
- Stark, Eko3, and US filter system Yes / No
- SPCS or Pentair Acu-Drive VFD Yes / No
- Electronic or hydraulic pool water level control system Yes / No
- Do you provide manual vacuuming and brushing of this pool Yes / No

Facility/District Name: \_\_\_\_\_

Address: \_\_\_\_\_ Pool Gallons: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Service Dates: \_\_\_\_\_

Does this facility have any of the follow equipment in operation (circle one)

- Becs 7 or Chemtrol PC automated control systems Yes / No
- Raypak Xtherm indirect pool heaters (must have multiple) Yes / No
- Stark, Eko3, and US filter system Yes / No
- SPCS or Pentair Acu-Drive VFD Yes / No
- Electronic or hydraulic pool water level control system Yes / No
- Do you provide manual vacuuming and brushing of this pool Yes / No

**EMPLOYEE QUALIFICATIONS**

Employee Name	# Years' Employed w/Bidder	# Years' Experience	CSPST Lic. #	CSPST Issue Date	CPO/AFO Certification Date

END OF DOCUMENT

**SECTION 11**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_, 202\_\_\_\_

To: \_\_\_\_\_ ("Contractor")

\_\_\_\_\_ (Address)

From: Governing Board ("Board") of **Hacienda La Puente Unified School District** ("District")

Re: **Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Preventative Maintenance and Equipment Repair Services** ("Project" or "Contract")

Contractor was awarded the Contract on \_\_\_\_\_, 202\_\_\_\_, by action of the District's Board.

The Contract Price is \$ \_\_\_\_\_ **Dollars**

and includes Base Bid/Options/Alternates \_\_\_\_\_

Contractor must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible bidder.

- a. Agreement: Submit two (2) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**
- b. Performance Bond (100% of the amount of the ***Base Bid – Annual Service Amount***): Fully executed form provided in the Contract Documents.
- c. Insurance Certificates and Endorsements as required.
- d. Certifications to be Completed by Contractor
- e. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

Hacienda La Puente Unified School District

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

By: \_\_\_\_\_ (Print Name)

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

END OF DOCUMENT

**SECTION 12**

**AGREEMENT**

This agreement is made and entered into on \_\_\_\_\_, 202\_\_\_\_\_, by and between the **Hacienda La Puente Unified School District** ("District") and \_\_\_\_\_ ("Contractor") ("**Agreement**"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Preventative Maintenance and Equipment Repair Services ("Project" or "Contract" or "Work")**

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents/Order of Precedence:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
- (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
  - (ii) Agreement;
  - (iii) Special Conditions (if any);
  - (iv) Supplemental Conditions (if any);
  - (v) General Conditions;
  - (vi) Remaining Bid documents;

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. **Integration / Modification:** The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

4. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid **Type C-53**

Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

**5. Contract Term & Optional Extensions:** The initial term of this Contract shall be from the date of execution through \_\_\_\_\_, 2026, unless terminated earlier in accordance with the provisions contained herein. This Contract may be extended by written amendment, signed by both Parties, for up to four (4) additional one (1) year optional periods ("Extensions"). Prior to any Extension, the Contractor may request an increase in the annual service amount and labor rates based on the percentage increase for the preceding twelve months in Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles–Long Beach–Anaheim, CA (1982–84 = 100), not seasonally adjusted, published monthly by the U.S. Bureau of Labor Statistics ("BLS"). Contractor must provide written notice requesting the increase at least 60 days prior to the start of the Extension period.

**6. Liquidated Damages:** Time is of Time, safety, and regulatory compliance are of the essence in this Agreement. The Contractor acknowledges that failure to perform services as required under this Agreement may result in disruption to District operations, health and safety risks, potential liability, and administrative burden. Accordingly, the Contractor agrees that the District may assess liquidated damages in the amount of \$250.00 per occurrence, per location for any of the following failures:

- a. Failure to perform scheduled routine maintenance on the date(s) and frequency required under this Agreement.
- b. Improper or inadequate chemical treatment resulting in chemical imbalance, health code violation, or the need for corrective treatment by another vendor.
- c. Failure to maintain accurate and timely entries in pool maintenance logbooks, as required by health and safety regulations or District policy.
- d. Any condition that results in a citation, warning, or closure by a public health agency due to the Contractor's action or inaction.
- e. Failure to respond to an emergency repair request within the required 30-minute communication window or 90-minute on-site response time.

The parties agree that actual damages for such occurrences are difficult to determine and that the liquidated damages set forth herein are a reasonable estimate of the District's anticipated losses and are not intended to serve as a penalty.

Assessment of liquidated damages shall not preclude the District from pursuing other remedies available under this Agreement or applicable law, including termination for cause in the event of repeated or material non-performance.

**7. Contract Price:** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

<b>SCHOOL</b>	<b>MONTHLY SERVICE AMOUNT</b>
Glen A Wilson High School	\$ _____
La Puente High School	\$ _____
Los Altos High School	\$ _____
William Workman High School	\$ _____
Total Monthly Service Amount	\$ _____

---

**Annual Maintenance Service Amount**     \$ \_\_\_\_\_  
**(“Contract Price”)**

---

- a. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.
- b. The District may, at its sole discretion, increase the Contract Price for additional services at the labor rates included in the Alternates and included here:

Job Classification	Hourly Rate
Technician Regular Time	\$
Technician Overtime*	\$
Technician After Hours**	\$
Technician After Hours Overtime***	\$

\*Overtime will only be paid if technician works in excess of eight (8) hours a day or forty (40) hours per week on District assigned work, however, routine PM work should not be conducted on overtime unless under unusual circumstances and must have prior approval of the District.

\*\*For the purposes of this Contract, after hours work is defined as work on weekends, holidays and between the hours of 6:00 p.m. and 6:00 a.m.

\*\*\* Work in excess of eight (8) hours a day, on District assigned work, performed on weekends, holidays and between the hours of 6:00 p.m. and 6:00 a.m.

- 8. Insurance and Bonds:** Contractor shall provide all required certificates of insurance and performance bond.
- 9. Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.
- 10. Infectious Diseases or Viruses.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with any infectious disease or virus (e.g., COVID-19 or derivative strain, etc.). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 13. Contractor & Subcontractor Registration:** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.

**14. Authority of Contractor's Representatives:** Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that each person(s) it employs on the Project at or above the level of project superintendent, has the authority to legally bind the Contractor.

**15. Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**16. Notice:** Any notice required by the Agreement shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners and to the following persons and addresses:

- a. By personal delivery; considered delivered on the day of delivery.
- b. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.
- c. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.
- d. By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.

**If to District**  
Hacienda La Puente Unified School District  
15959 E Gale Ave.  
City of Industry, CA 91745  
ATTN: Joel Duarte

**If to Contractor:**  
@Contractor  
\_\_\_\_\_, CA \_\_\_\_\_  
ATTN: \_\_\_\_\_

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Hacienda La Puente Unified School District**

\_\_\_\_\_ **Contractor**

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

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

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

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

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

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

**NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.**

END OF DOCUMENT

**SECTION 13**

**CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.

**Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

**Labor Code Section 6401.9 (Workplace Violence Prevention).** I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 6401.9 of the Labor Code which require every employer, as specified in more detail in that section, to comply with the following:

- Establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information;
- Record specified information in a violent incident log for every workplace violence incident;
- Provide initial and ongoing effective training of employees on workplace violence with training material appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Create and maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of five years; and
- Allow access to those records by employees and their representatives without cost.

I will comply with these provisions before commencing the performance of the Work of this Contract.

---

**Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I 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 the actions that 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) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required 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 also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

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**Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

---

**No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.**

---

**Issuance of District Keys**

The Contractor acknowledges and certifies that they will be issued District key(s) to facilitate the performance of contracted services. The individual signing below affirms that they have the legal authority to bind the awarded agency and, by doing so, accepts full responsibility on behalf of the entity for the safekeeping, proper use, and return of all issued key(s).

The Contractor agrees not to duplicate, modify, re-tag, or transfer any key(s) issued by the District. All keys must be returned upon completion or termination of the contract, or upon request by the District.

In the event that any key(s) are lost, not returned, or used improperly, the Contractor agrees to reimburse the District for the full cost of re-keying any affected facilities.

---

**Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "**State Order**").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

---

**I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.**

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

Proper Name of Contractor: \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

END OF DOCUMENT

**SECTION 14**

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

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

**All Workers Fingerprinted.** 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 interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

**Physical Barrier.** 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

**Continual Supervision by Fingerprinted Employee.** 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: \_\_\_\_\_

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

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

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

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

Proper Name of Contractor: \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

END OF DOCUMENT

**SECTION 15**

**PERFORMANCE BOND (100% of Contract Price)**

**(Note: Contractors must use this form, NOT a surety company form.)**

**WHEREAS**, the governing board ("Board") of the **Hacienda La Puente Unified School District**, ("District") and \_\_\_\_\_, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Maintenance and Equipment Repair Services** ("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the District in the penal sum of:

**\$ \_\_\_\_\_ DOLLARS,**

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; 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.

The condition of the obligation is such that, if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District

from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

**Attention:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on

Date: \_\_\_\_\_, 20\_\_\_\_\_.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT



**SECTION 17**

**WARRANTY AND GUARANTEE FORM**

1. \_\_\_\_\_ (“Contractor”)

hereby agrees that the \_\_\_\_\_ (“Work” of Contractor)

which Contractor has installed for the **Hacienda La Puente Unified School District** ("District") for the following project:

**Bid 2025-26.01 HLPUSD Swimming Pool Cleaning, Maintenance and Equipment Repair Services** (“Project” or “Contract”)

was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of **TWO YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is \_\_\_\_\_, 20\_\_.

3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **SEVEN (7)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.

4. **Representatives to be contacted for service subject to the terms of Contract:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

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

Proper Name of Contractor: \_\_\_\_\_

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

By: \_\_\_\_\_ (Print Name)

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

END OF DOCUMENT

**SECTION 18**

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## 1. CONTRACT TERMS AND DEFINITIONS

### 1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

**1.1.1. Approval, Approved, and/or Accepted:** Refer to written authorization, unless stated otherwise.

**1.1.2. As-Built Drawings:** A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed.

**1.1.3. Bidder:** A contractor who provides a bid to the District to perform the Work of the Contract.

**1.1.4. Change Order:** A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

**1.1.5. Completion:** When the entire Work shall have been completed, including all punch list items, as further detailed in the "Completion of the Project" Section herein. Final DSA approval of the Project is not required for Completion. There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District may occupy the Project prior to completion as permitted herein.

**1.1.6. Contract, Contract Documents:** The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

**1.1.6.1.** Notice to Bidders / Invitation to Bid

**1.1.6.2.** Instructions to Bidders

**1.1.6.3.** Bid Form

**1.1.6.4.** Bid Bond

**1.1.6.5.** Noncollusion Declaration

**1.1.6.6.** Contractor References & Employee Qualifications

**1.1.6.7.** Iran Contracting Act Certification

**1.1.6.8.** Certifications to be Completed by Contractor

**1.1.6.9.** Criminal Background Investigation/Fingerprinting Certification

**1.1.6.10.** Notice of Award

**1.1.6.11.** Agreement

**1.1.6.12.** Notice to Proceed

**1.1.6.13.** Performance Bond

- 1.1.6.14. Warranty and Guarantee Form
- 1.1.6.15. General Conditions
- 1.1.6.16. Special Conditions
- 1.1.6.17. Addenda to any of the above documents
- 1.1.6.18. Change Orders or written modifications to the above documents if approved in writing by the District

**1.1.7. Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**1.1.8. Contract Time:** The time period stated in the Agreement for the Completion of the Work.

**1.1.9. Contractor:** The licensed person, entity, or entities identified in the Agreement as contracting to perform the Work.

**1.1.10. Day(s):** Unless otherwise designated, day(s) means calendar day(s). **“Business Day(s)”** shall mean days except Saturday, Sunday, a day that is federally-recognized holiday, or a day that is a California-recognized holiday.

**1.1.11. Defective or Nonconforming Work.** Defective or nonconforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage to Work occurring prior to Completion.

**1.1.12. District:** The public agency or the school district for which the Work is performed.

**1.1.13. Drawings:** (or “Plans”) The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

**1.1.14. DSA:** Division of the State Architect.

**1.1.15. Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work and Contractor is directed in writing by the District to perform on a time and materials basis.

**1.1.16. Premises:** The real property owned by the District on which the Project Site is located. For example, if the Project is only being performed on a portion of a school, the Site is only the area where the Project is located (the Project Site), and the Premises is the entire school site.

**1.1.17. Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

**1.1.18. Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.

**1.1.19. Project:** The planned undertaking as provided for in the Contract Documents.

**1.1.20. Project Inspector:** (or “Inspector”) Individual(s) retained by the District in accordance with title 24

of the California Code of Regulations to monitor and inspect the Project. If no Project Inspector is used on the Project, then all references in the Contract Documents to Project Inspector shall be read to refer to District.

**1.1.21. Proposed Change Order:** A written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

**1.1.22. Provide:** Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.

**1.1.23. Request for Information:** (or “RFI”) A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.

**1.1.24. Request for Substitution:** A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

**1.1.25. Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).

**1.1.26. Safety Plan:** Contractor’s safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

**1.1.27. Samples:** Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

**1.1.28. Shop Drawings:** All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

**1.1.29. Site:** The Project sites.

**1.1.30. Specifications:** That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

**1.1.31. Subcontractor:** A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.

**1.1.32. Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.

**1.1.33. Surety:** The person, firm, or corporation that executes as surety the Contractor’s Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

**1.1.34. Terms.** The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;”

“satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.

**1.1.35. Work:** All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

## **1.2. Laws Concerning the Contract**

Contract is subject to all provisions of the Constitution and laws of California and the United States, governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

## **1.3. No Oral Agreements**

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.

## **1.4. No Assignment**

Contractor shall not assign the Contract or any part thereof including, without limitation, any services or money to become due without the prior written consent of the District. Assignment without District’s prior written consent shall be null and void. Any assignment of money due or to be come due under the Contract shall be subject to a prior lien for services rendered or material supplied for Work performed in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for Liquidated Damages or withholding of payments as determined by District in accordance with the Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

## **1.5. Confidentiality**

Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of the Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

## **1.6. Notice and Service Thereof**

Any notice required by the Contract shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party and pursuant to the provisions in the Agreement.

## **1.7. No Waiver**

The failure of District in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any District option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence

in any breach hereunder, except as may be specifically agreed in writing.

### **1.8. Materials and Work**

**1.8.1.** Except as otherwise stated in the Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Contract within the Contract Time.

**1.8.2.** Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

**1.8.3.** Materials shall be furnished in sufficient quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.

**1.8.4.** For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

**1.8.5.** District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

**1.8.6.** Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

**1.8.7.** Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices). This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

**1.8.8.** Title to new materials and/or equipment for the Work and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

**1.8.9.** Contractor certifies that it shall comply with the recycled product requirements of Public Contract Code section 22150, et seq., including, without limitation, section 22154 which states, "All businesses shall certify in writing to the contracting officer, or his or her representative, the minimum, if not exact, percentage of postconsumer material in the products, materials, goods, or supplies being offered or sold

to any local public entity.”

## **2. DISTRICT**

**2.1.** The governing board of the District or its designees will act for the District in all matters pertaining to the Contract.

**2.2. District’s Rights if Contractor Fails to Perform.** If the District at any time believes that the Contractor is behind schedule, is failing to provide services pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor and the Surety shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

## **3. CONTRACTOR**

Contractor shall provide services for the Contract price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Completion of the Work, except as indicated herein.

### **3.1. Status of Contractor**

**3.1.1.** Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District’s employees or agents, and Contractor or any of Contractor’s Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor’s activities to determine compliance with the terms of the Contract.

**3.1.2.** As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor’s State License Board, located at 9821 Business Park Drive, , Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at <http://www.cslb.ca.gov>.

### **3.2. Contractor’s Supervision**

**3.2.1.** Contractor shall keep on staff a competent manager who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

**3.2.2.** The manager shall both speak fluently the predominant language of the Contractor’s employees.

**3.2.3.** Contractor shall give efficient supervision to Work, using its best skill and attention.

**3.2.4.** The Contractor’s manager shall devote sufficient time to the service sites, and in the Contractor’s home office to pre-plan activities to fulfill all Contract obligations. This includes making timely oversight and communication, issuing and disseminating necessary RFI’s, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc.

**3.2.5.** The Contractor shall verify all dimensions and site conditions before ordering materials or equipment, or before performing Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor before commencing work. Errors, inconsistencies or omissions discovered shall be immediately reported to the District. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to the Work and shall make any corrections necessary to make Work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

**3.2.6.** The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **3.3. Duty to Provide Fit Workers**

**3.3.1.** Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

**3.3.2. Infectious Diseases or Viruses.** Contractor shall ensure that all its employees and employees of its subcontractors shall comply with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with any infectious disease or virus (e.g., COVID-19 or derivative strain, etc.).

**3.3.3.** Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

**3.3.4.** The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

**3.3.5.** If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing the Contract.

**3.3.6. Compliance with Immigration Reform and Control Act of 1986.** As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

### **3.4. Personnel**

**3.4.1.** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site.

**3.4.2.** Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.

**3.4.3.** If Contractor or any Subcontractor on the Project site fails to comply with any provision herein, the District may have the offending person(s) immediately removed from the Site, and the person(s) shall be replaced within three (3) days, at no additional expense to the District. Contractor, on behalf of it and its Subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

### **3.5. Prohibition on Harassment**

**3.5.1.** In addition to the non-discrimination requirements in the Contract Documents, the Contractor and all Subcontractors must comply with these provisions prohibiting harassment at the Site. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

**3.5.2.** Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.

**3.5.3.** Contractor shall not permit any person, whether employed by Contractor or a Subcontractor or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any person performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor on any Subcontractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. The indemnity provisions of the Contract Documents apply to any assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this provision; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

### **3.6. Purchase of Materials and Equipment**

**3.6.1.** The Contractor is required to order and obtain materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to ensure against price escalations or delays. All materials and equipment stored on-Site shall be approved by the District.

**3.6.2. Off-Site Storage of Materials and Equipment Only Upon District’s Written Consent.** If Contractor intends to store materials and/or equipment off site after District has paid for those materials and/or equipment, Contractor must first obtain the District’s express, written consent. If Contractor receives District’s consent to store materials and/or equipment off site (“Stored Materials”), Contractor shall comply with all of the following:

**3.6.2.1. Property of Others Insurance.** Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a “loss payable endorsement” stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an “Employee Theft Protection Insurance Policy” or an “Employee Theft Protection Bond.”

**3.6.2.2. Payment for Stored Materials.** District shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor submits an itemized list of all Stored Materials with Contractor’s Application for Payment. Contractor’s itemized list of all Stored Materials shall be supported by all of the following:

**3.6.2.2.1.** Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

**3.6.2.2.2.** Verified invoices for the Stored Materials; and

**3.6.2.2.3.** Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate.

**3.6.2.2.4.** An express, signed document from Contractor indicating that the District may, at any time and at its sole discretion, have unhindered and unqualified access to all Stored Materials and to remove the Stored Materials.

**3.7. Work to Comply with Applicable Laws and Regulations**

**3.7.1.** Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations identified below, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

**3.7.1.1.** National Electrical Safety Code, U. S. Department of Commerce

**3.7.1.2.** National Board of Fire Underwriters’ Regulations

**3.7.1.3.** California Building Standards Code , latest addition, and the California Code of Regulations, Title 24, including amendments

**3.7.1.4.** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

**3.7.1.5.** Industrial Accident Commission’s Safety Orders, State of California

**3.7.1.6.** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

**3.7.1.7.** Americans with Disabilities Act

**3.7.1.8.** Education Code of the State of California

**3.7.1.9.** Government Code of the State of California

**3.7.1.10.** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

**3.7.1.11.** Public Contract Code of the State of California

**3.7.1.12.** California Art Preservation Act

**3.7.1.13.** U. S. Copyright Act

**3.7.1.14.** U. S. Visual Artists Rights Act

**3.7.2.** Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code sections 21000 et. seq.) (Also see the Special Conditions.)

**3.7.3.** If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

**3.7.4.** Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

### **3.8. Safety/Protection of Persons and Property**

**3.8.1.** Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

**3.8.2. Infectious Diseases or Viruses.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with any infectious disease or virus (e.g., COVID-19 or derivative strain, etc.). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

**3.8.3.** The Contractor shall be responsible for supplying and requiring the wearing of hard hats and use other personal protective safety equipment when it is deemed necessary in their expert opinion.

**3.8.4.** Any construction review of the Contractor’s performance is not intended to include review of the adequacy of the Contractor’s safety measures in, on, or near the Work Site.

**3.8.5.** Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

**3.8.6.** Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

**3.8.7.** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

**3.8.8. Hazards Control.** Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

**3.8.9.** Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

**3.8.10.** Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

**3.8.11.** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

**3.8.12.** All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. The District reserves the right to designate certain items of value that shall be turned over to the District.

**3.8.13.** All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

**3.8.14.** Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

**3.8.15.** Contractor shall protect and preserve the Work from all damage or accident, providing temporary roofs, window and door coverings, boxing, or other construction as needed. Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, materials, equipment, furnishings, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at its expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

**3.8.16.** Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

**3.8.17.** Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of the District, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and require that all workers comply with all regulations while on Project Site.

**3.8.18.** Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

**3.8.19. Infectious Disease Compliance Provisions**

**3.8.19.1. Compliance with Orders.** Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease(s)**"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

**3.8.19.2. Infectious Disease and Contract Time.** Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

**3.8.19.3. Infectious Disease Release.** Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

**3.8.19.4.** Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

**3.8.19.5.** Any cost to comply with these “Infectious Disease Compliance Provisions” shall be at Contractor’s sole expense and expense, but may be included in the Contract Price.

**3.8.20. Photos, Videos and Use of Drones.**

**3.8.20.1.** Contractor may photograph or video the progress of the Work and shall provide all of those photos and videos to the District at the District’s request. With prior written approval by the District, the Contractor may utilize drones or similar aerial equipment to photograph, video or monitor the progress of the Work and for security purposes, but Contractor must comply with all legal requirements of the federal government, the State of California, and the County and City in which the Project is located, applicable to the use of drones or similar aerial equipment. In addition, Contractor shall ensure that no photographs, videos or digital recordings of any kind are taken of District students or staff.

**3.8.20.2.** If Contractor utilizes drones or any other unmanned aircraft during construction operations, Contractor must either ensure its insurance coverage includes unmanned aircraft operations or procure and maintain a separate aircraft liability policy to cover unmanned aircraft operations.

**3.9. Working Evenings and Weekends**

Contractor may be required to work evenings and/or weekends. Contractor shall give the District seventy-two (72) hours’ notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District’s written approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations.

**3.10. Noise Control**

**3.10.1. Noise Control.** The Contractor shall install noise reducing devices on equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Equipment noise at the Site shall be limited as required by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District’s reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school at the Site, at the District’s request, the Contractor shall schedule the performance of that Work around normal school hours or make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.

**3.10.2. Contractor Failure to Comply.** If the Contractor fails to comply with the requirements for noise control, or any other maintenance or clean up requirement of the Contract Documents, the District shall notify the Contractor in writing and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from that notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with those actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct those amounts from the Contract Price then or thereafter due the Contractor.

**3.11. Cleaning Up**

**3.11.1.** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its Completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from operations. At Completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect

the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

**3.11.2.** Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

**3.11.3.** If the District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

**3.11.4.** Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

#### **4. OTHER CONTRACTS/CONTRACTORS**

**4.1.** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with other portions of the Project or other construction or operations at or about the Site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

**4.2.** In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Site.

**4.3.** If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.

**4.4.** To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

**4.5.** Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in completion of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

**4.6.** Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. The District shall have complete access to the Project Site for any reasonable purpose at all times. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance

of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

**5. MATERIAL SAFETY DATA SHEETS (MSDS)**

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substances brought onto the Project Site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

**6. SITE ACCESS, CONDITIONS AND REQUIREMENTS**

**6.1. Site Investigation**

Before bidding on the Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in the Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

**6.2. Access to Work**

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for access so that District's representatives may perform their functions.

**6.3. Notification**

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to the applicable provisions of these General Conditions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

**6.4. Hazardous Materials**

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, certifications related to hazardous materials in the document entitled Certifications to be Completed by Contractor.

**6.5. No Signs**

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

**7. Discovery of Hazardous Waste, Unusual Conditions and/or Unforeseen Conditions**

**7.1.** Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall immediately, but in no case longer than two (2) Business Days, and before the following conditions are disturbed, notify the District, in

writing, of any:

**7.1.1.** Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

**7.1.2.** Subsurface or latent physical conditions at the Site differing from those indicated.

**7.1.3.** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**7.2.** The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

**7.3.** In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by the Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that Contractor complies with the notice and PCO provisions of the Contract Documents. Contractor's failure to submit a proposed change order pursuant to the terms of the Contract Documents shall be deemed a waiver of Contractor's right to an adjustment of the Contract Price of Contract Time.

## **8. INSURANCE AND BONDS**

### **8.1. Insurance**

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts indicated herein and include the provisions set forth herein.

#### **8.1.1. Commercial General Liability and Automobile Liability Insurance**

**8.1.1.1.** Contractor shall procure and maintain, during the life of the Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Contract. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

**8.1.1.2.** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

#### **8.1.2. Umbrella Liability Insurance**

**8.1.2.1.** Contractor shall procure and maintain, during the life of the Contract, an Excess Liability and/or Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect

Contractor, District, State, Construction Manager(s), Program Manager(s), and Architect(s) in the amounts indicated herein, and shall comply with all requirements for Commercial General Liability and Automobile Liability, Employers' Liability Insurance, and Sexual Molestation and Abuse Liability. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form.

**8.1.2.2.** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy.

**8.1.2.3.** Whether this Excess Liability and/or Umbrella Liability Insurance Policy is written on a "follow form" or "stand alone" form, the coverages shall equal or greater than the Contractor's Commercial General Liability and Automobile Liability, Employers' Liability Insurance, and Sexual Molestation and Abuse Liability with no exclusions that reduce or eliminate coverage items.

**8.1.3. Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to at least fifty percent (50%) of the amounts required of the Contractor.

**8.1.4. Workers' Compensation and Employers' Liability Insurance**

**8.1.4.1.** In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

**8.1.4.2.** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in Work under the Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

**8.1.5. Sexual Molestation and Abuse Liability Insurance.** Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

**8.1.6. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance (NO Earthquake or Flood).**

**8.1.6.1.** Contractor (Builder) shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents.

**8.1.6.2.** Coverage is to insure against all risks of accidental physical loss and shall include without

limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, water damage, mold, civil authority, theft, sonic disturbance, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

**8.1.6.3.** Coverage shall be maintained until final payment has been made as provided under the Contract or until no person or entity other than the District has an insurable interest in the property to be covered, whichever is later. This insurance shall cover as insureds the District, Contractor, all Subcontractors of every tier on the Project, and all vendors and suppliers. Coverage must also be maintained for any materials stored offsite that will be incorporated into the Project.

**8.1.6.4.** The deductible for this insurance shall be paid by Contractor.

**8.1.6.5. Contractor must review the Special Conditions to confirm the scope of this requirement and if the District has modified this provision.**

**8.1.7. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates**

**8.1.7.1.** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

**8.1.7.2.** Endorsements, certificates, and insurance policies shall include the following:

**8.1.7.2.1.** A clause stating:

**8.1.7.2.1.1.** "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

**8.1.7.2.1.2.** In lieu of receiving an endorsement with this clause, the District may, at its sole discretion, accept written notification from Contractor and its insurer to the District of any amendments, modifications, cancellations or reduction in coverage, not less than thirty (30) days prior to such coverage changes occur.

**8.1.7.2.2.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

**8.1.7.3. Additional Insured.** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

**8.1.7.3.1.** No additional insured endorsement, either from Contractor or any subcontractor, shall include a requirement for privity of contract as a condition of additional

insured coverage.

**8.1.7.4.** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s).

**8.1.7.5.** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**8.1.7.6.** All policies shall be written on an occurrence form.

**8.1.7.7.** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be placed with insurers **ADMITTED** in California with a current A.M. Best's rating of no less than **A-** or **A:VII**.

**8.1.7.8.** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out or relating to the performance of the Work or related activities.

**8.1.7.9.** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

**8.1.8. Insurance Policy Limits**

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations	\$2,000,000 each occurrence; \$4,000,000 general aggregate
<b>Automobile Liability – <u>Any Auto</u></b>	Combined Single Limit	\$2,000,000 per occurrence
<b>Excess Liability (Umbrella)</b>		\$6,000,000 per occurrence; \$6,000,000 aggregate
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers' Liability</b>		\$2,000,000 each incident, each disease; \$2,000,000 policy limit
<b>Sexual Abuse / Molestation</b>		\$1,000,000 each incident; \$2,000,000 policy limit
<b>Builder's Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.
<b>Property of Others</b>	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.

**8.2. Contract Security – Bonds**

**8.2.1.** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

**8.2.1.1. Performance Bond:** A bond in an amount at least equal to one hundred percent (100%)

of Contract Price as security for faithful performance of this Contract.

**8.2.2.** Cost of bonds shall be included in the Bid and Contract Price.

**8.2.3.** All bonds related to the Project shall be in the forms set forth in the Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## **9. WARRANTY/GUARANTEE/INDEMNITY**

### **9.1. Warranty/Guarantee**

**9.1.1.** Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work. All manufacturer, material, and fixture warranties shall commence at Project Completion. Contractor shall ensure that all warranties are maintained for the benefit of the District, regardless of the who the manufacturer is, who the installing Subcontractor was, if any, etc. While the District will fully expect the Contractor to manage all warranty work through all applicable warranty periods, the District must have that same ability if the Contractor fails to perform its warranty obligations as required.

**9.1.2.** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work against all defects for a period of **ONE (1)** year after the later of the following dates:

**9.1.2.1.** The date of completion as defined in Public Contract Code section 7107, subdivision (c),

**9.1.2.2.** The commissioning date for the Project, if any.

**9.1.3.** At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of Completion as defined above without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within **TEN (10)** days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**9.1.4.** If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.

**9.1.5.** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

**9.1.6.** Nothing herein shall limit any other rights or remedies available to District.

### **9.2. Indemnity**

**9.2.1.** To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the

Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities (“Indemnitees”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes, without limitation:

**9.2.1.1.** Any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

**9.2.1.2.** Any claim arising (including bid protests) from any errors or mistakes in Contractor’s bid documents provided to Subcontractors.

**9.2.2.** Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor’s agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

**9.2.3.** In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor’s indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

**9.2.4.** The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

## **10. TIME**

### **10.1. Notice to Proceed**

District may issue a Notice to Proceed as indicated in the Instructions to Bidders or will otherwise instruct the Contractor to begin performing the Work of the Project.

### **10.2. Hours of Work**

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies. Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule. In no event will the District be responsible for the costs of Work performed outside of regular working hours, including, without limitation, overtime or weekend Work, unless expressly agreed to by the District in writing and approved in a Change Order.

### **10.3. Progress and Completion**

#### **10.3.1. Time of the Essence**

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **10.3.2. No Commencement Without Insurance**

**10.3.2.1.** Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District's claim for damages.

### **10.4. Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

## **11. TERMINATION AND SUSPENSION**

### **11.1. District's Right to Terminate Contractor for Cause**

**11.1.1. Grounds for Termination.** The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

**11.1.1.1.** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

**11.1.1.2.** Contractor fails to complete said Work within the time specified or any extension thereof, or

**11.1.1.3.** Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

**11.1.1.4.** Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

**11.1.1.5.** Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

**11.1.1.6.** Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**11.1.1.7.** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**11.1.1.8.** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**11.1.1.9.** Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**11.1.1.10.** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

**11.1.2. Notification of Termination**

**11.1.2.1.** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**11.1.2.2.** Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to takeover and perform this Contract only if Surety:

**11.1.2.2.1.** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to takeover and perform this Contract; and

**11.1.2.2.2.** Commences performance of the Contract within seven (7) days from date of serving of its notice to District.

**11.1.2.3.** If Surety fails to notify District or begin performance as indicated herein, District may takeover the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in the Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

**11.1.2.4. Conversion to Termination for Convenience.** In the event the Contract is terminated under this "District's Right to Terminate Contractor for Cause" section and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that the Contractor was not in default under the provisions hereof or that the District's exercise of its rights under this section was defective, deficient, ineffective, invalid or improper for any reason, the termination shall be deemed a termination for convenience of the District under the "Termination of Contractor for Convenience" section herein and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with the

“Termination of Contractor for Convenience” section herein.

**11.1.3. Effect of Termination**

**11.1.3.1.** Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor’s failure to complete the Contract.

**11.1.3.2.** In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

**11.1.3.3.** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor’s bonding capacity.

**11.1.3.4.** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District’s request.

**11.1.3.5. Assignment and Assumption of Subcontracts.** District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

**11.1.3.6.** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

**11.2. Emergency Termination of Public Contracts Act of 1949**

**11.2.1.** The Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

**11.2.1.1.** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**11.2.1.2.** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**11.2.2.** Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted Schedule of Values, that price shall control. District, in its sole discretion, may adopt the Contract Price as the reasonable value of the Work performed or any portion thereof.

**11.3. Termination of Contractor for Convenience**

**11.3.1.** District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, Contractor shall have no claims against the District except:

**11.3.1.1.** The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

**11.3.1.2.** Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

**11.4. Suspension of Work**

**11.4.1.** District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the Parties cannot agree on an adjusted Contract Price, the District may terminate the Contract as permitted herein.

**11.4.2.** In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Schedule of Values submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be

equitably adjusted.

**11.5. Scope Reduction**

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

**12. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS**

**12.1. Contractor & Subcontractor Registration**

**12.1.1.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

**12.1.2.** Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor’s Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

**12.1.3.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

**12.2. Wage Rates, Travel and Subsistence**

**12.2.1.** Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District’s principal office and copies will be made available to any interested party on request and are available to any interested party on request or at [www.dir.ca.gov/oprl/statistics\\_and\\_databases.html](http://www.dir.ca.gov/oprl/statistics_and_databases.html). Contractor shall obtain and post a copy of these wage rates at the job site.

**12.2.2.** Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the

Government Code.

**12.2.3.** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

**12.2.4.** If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Invitation to Bid or the Contract subsequently awarded.

**12.2.5.** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it.

**12.2.5.1.** The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

**12.2.5.2.** The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor’s prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

**12.2.5.3.** The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

**12.2.5.4.** The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

**12.2.6.** Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

**12.2.7.** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

**12.2.8.** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

**12.3. Hours of Work**

**12.3.1.** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed

at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**12.3.2.** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

**12.3.3.** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**12.3.4.** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

**12.4. Payroll Records**

**12.4.1.** Contractor and all Subcontractors must comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and Subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every thirty (30) days, and within thirty (30) days of Project Completion. The failure to timely provide the CPRs could result in penalties as determined by Labor Code section 1771.4, applicable laws, and regulations

**12.4.2.** If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

**12.4.3.** In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:

**12.4.3.1.** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and

**12.4.3.2.** The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

**12.4.4.** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor

on the following basis:

**12.4.4.1.** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

**12.4.4.2.** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

**12.4.4.3.** CPRs 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, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by 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 Contractor.

**12.4.5.** The form of certification for the CPRs shall be as follows:

I, \_\_\_\_\_ (Name-Print), the undersigned, am the \_\_\_\_\_  
\_\_\_\_\_ (Position in business) with the authority to act for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_  
(Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Section 16401 of Title 8 of the California Code of Regulations)

**12.4.6.** Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

**12.4.7.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement 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 Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**12.4.8.** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.

**12.4.9.** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to 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 Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

**12.4.10.** It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

**12.5. Apprentices**

**12.5.1.** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**12.5.2.** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**12.5.3.** Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.

**12.5.4.** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.

**12.5.5.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**12.5.6.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**12.5.7.** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**12.5.7.1.** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**12.5.7.2.** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**12.5.8.** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**12.5.9.** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

**12.5.10.** Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

**12.6. Non-Discrimination**

**12.6.1.** Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**12.6.2.** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

**12.7. Labor First Aid**

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

**13. MISCELLANEOUS**

**13.1. Assignment of Antitrust Actions**

**13.1.1.** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**13.1.2.** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, 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.

**13.1.3.** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**13.1.4.** Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**13.1.5.** Under this Article, “public purchasing body” is District and “bidder” is Contractor.

**13.2.        Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

**13.3.        Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

**13.4.        Shipments**

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

**13.5.        Compliance with Government Reporting Requirements**

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project which it is part, or for any other reason, Contractor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

## SECTION 19

### SPECIAL CONDITIONS

#### 1. Project Description

The information provided here is a summary only. All bidders must thoroughly review the Plans and Specifications and the other Contract Documents for a full understanding of the scope of the Work of the Project.

The District is seeking bids from qualified contractors to provide basic preventative maintenance (PM) services for swimming pools and all associated equipment at its four (4) high school locations. Services include, but are not limited to, regular pool cleaning, chemical treatment, and routine inspection and maintenance of pool systems and equipment. In addition, the District is requesting labor rates for services and repairs that fall outside of the preventative maintenance scope.

#### 2. Site Specific Conditions

- a. **Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, must be coordinated with District and onsite District personnel before Contractor commences Work. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s).
- b. **Master Key.** Upon request, District may, at its own discretion, provide a master key to the school site for the convenience of Contractor. Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- c. **Maintaining Services.** Contractor is advised that Work is to be performed in spaces in and around those regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- d. **Maintaining Utilities.** Contractor shall maintain in operation during term of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- e. **Work During Instructional Time.** By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.
- f. **No Work During Student Testing.** Contractor shall, at no additional cost to District and at District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.
- g. **Badge and Vest Policy for Contractors.** Contractor shall provide their workers and all of Subcontractors' workers, and delivery personnel or others entering the Site, with identification uniforms and/or visible badges. These badges and uniforms shall be worn by all persons who are working on the Project Site.

(1) Badges must be filled out in full and contain the following information:

- a) Name of Contractor
- b) Name of Employee
- c) Contractor's address and phone number

- (2) Badges must be worn by all these persons when on Site and must be visible at all times. Contractors must inform these persons that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request to, without limitation, confirm a person’s identity and a person’s right to be on Site, and in any particular area on the Site, at any time.
- (3) Failure to display an identification badge and/or to wear a vest as required by this policy may result in the assessment of fines against the Contractor.

3. **Fingerprinting**

The Contractor must comply with the Criminal Background Investigation / Fingerprinting Certification (SECTION 14) by utilizing only the following method indicated (checked) and not any other method.

**All Workers Fingerprinted.** 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 interact with pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, has a valid criminal record summary as described in Education Code Section 44237 (Contractor shall “require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation.”). A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

**Physical Barrier.** 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

**Continual Supervision by Fingerprinted Employee.** 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: \_\_\_\_\_

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

- 4. **Insurance Policy Limits.** Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A:VIII. The limits of insurance shall not be less than:

<b>Commercial General Liability</b>	Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations	\$2,000,000 each occurrence; \$4,000,000 general aggregate
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$2,000,000 per occurrence
<b>Excess Liability (Umbrella)</b>		\$6,000,000 per occurrence; \$6,000,000 aggregate
<b>Workers Compensation</b>		Statutory limits pursuant to

		State law
<b>Employers' Liability</b>		\$2,000,000 each incident, each disease; \$2,000,000 policy limit
<b>Sexual Abuse / Molestation</b>		\$1,000,000 each incident; \$2,000,000 policy limit
<b>Property of Others</b>	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.

- a. **Aircraft Liability:** If the Contractor or its Subcontractor(s) will be using unmanned aircraft during construction operations, Contractor must either have its commercial general liability and excess liability policies endorsed to provide coverage for unmanned aircraft operations or procure and maintain a separate aircraft liability policy to cover unmanned aircraft operations. Required minimum liability limits are \$1,000,000.

5. **Project Inspection**

The District reserves the right to inspect all work performed by the Contractor, or to retain a third-party inspector, at any time and on an ongoing basis, to verify compliance with:

- Manufacturer's specifications and guidelines;
- Applicable building codes, laws, and regulations;
- Prevailing industry standards.

If any work is found to be non-conforming the District may immediately halt the relevant portion of work until corrective actions are completed. The Contractor must, at no additional cost to the District, promptly furnish all labor, materials, and equipment necessary to repair, correct, or modify the work to full compliance. All corrections must be completed within a reasonable time frame specified by the District. If the Contractor refuses or fails to make the required corrections:

- The District may engage another contractor to perform the necessary work;
- All costs and expenses incurred by the District in doing so shall be charged back to, and recoverable from, the original Contractor.

No Waiver / Responsibility:

Acceptance of any work, or the presence/absence of inspections, does not relieve the Contractor from responsibility for quality, compliance, or latent defects.

The Contractor remains fully responsible for maintaining proper quality control systems and inspection records, and for ensuring all work conforms from the outset.

6. **Health & Safety.** This provision includes additional requirements related to the Contractor's responsibility related to the health of its workers and to the procedures it must follow related to any infectious disease or virus (e.g., COVID-19 or derivative strain, etc.), and is in addition to the requirements already indicated in the Contract Documents including, without limitation, in the Agreement and the General Conditions.

END OF DOCUMENT