

PUBLIC WORKS

TERMS AND CONDITIONS

PROTECTION OF WORK AND PROPERTY: CONTRACTOR, at all times, will safely guard DISTRICT'S property against injury or loss in connection with this Agreement. CONTRACTOR shall at all times safely guard and protect his own work and adjacent property from damage. If CONTRACTOR fails to protect the work and property of DISTRICT and damages any property, CONTRACTOR shall replace or repair the damage at no expense to DISTRICT. If CONTRACTOR fails or refuses to make such repair or replacement, CONTRACTOR shall be liable for the cost thereof, which may be deducted from the contracted price.

CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS: In accordance with Education Code section 45125.1 and 45125.2, DISTRICT requires CONTRACTOR to certify that employees of CONTRACTORS who may have contact with pupils have not been convicted of serious or violent felonies as defined by this statute. Compliance with this requirement, or with the alternate methods as described in **the Fingerprint Certification**, is a condition of this Agreement, and DISTRICT reserves the right to terminate this Agreement at any time for noncompliance.

DEPARTMENT OF INDUSTRIAL RELATIONS, PREVAILING WAGE RATES AND APPRENTICABLE OCCUPATIONS: All public works contractors are required by DISTRICT to be registered with the Department of Industrial Relations. For work defined as public work and in accordance with Labor Code Section 1771, projects exceeding \$1,000, the prevailing wage rates will apply. The Director of Industrial Relations, State of California, has determined the general prevailing rates of per diem wages applicable to this work, including holiday and overtime work and employer payments for health and welfare, pension, vacation and similar purposes. Any class of laborers and mechanics (including apprentices) not listed therein, which will be employed on this Agreement, shall be classified or reclassified, conformable to the above-mentioned wage rates. While the wage rates referred to are the minimum rates required to be paid during the life of the Agreement, this is not a representation that labor can be obtained at these rates. It is the responsibility of the bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Agreement price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

In accordance with Labor Code Section 1771.1. (a), 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 contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

PERMITS: CONTRACTOR shall be responsible for acquiring all necessary permits.

DAVIS-BACON ACT AND RELATED ACTS: This Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

ANTI-KICKBACK ACT: For construction or repair projects of more than \$2,000, CONTRACTOR shall comply with the Copeland Anti-Kickback Act of 1986 (18 U.S.C.874 and 40 U.S.C.276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: For construction projects of more than \$2,000 or other projects of more than \$2,500 that involve the employment of mechanics or laborers, CONTRACTOR shall comply

with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

DEBARMENT AND SUSPENSION: In accordance with E.O.'s 12549 and 12649, "Debarment and Suspension," no purchase of more than \$30,000 shall be made with a CONTRACTOR that is debarred, suspended, or proposed for debarment. For purchases of more than \$30,000, either CONTRACTOR shall certify that it is or is not debarred, suspended or proposed for debarment by the federal government or DISTRICT shall check the government Excluded Parties List at <http://sam.gov>, to ensure that CONTRACTOR is not included on the list. Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR §620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR §620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment.

EQUAL EMPLOYMENT OPPORTUNITY: CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

INSURANCE: At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. All insurance policies required by this Agreement shall name, or be endorsed to name, Perris Union High School District as additional insured for the purpose of this Agreement. The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against DISTRICT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for DISTRICT, the Perris Union High School District Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to DISTRICT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to DISTRICT following each renewal and/or update of such policies. Within fifteen days of any request by DISTRICT, CONTRACTOR must provide to DISTRICT a certified copy of any one or more of such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:

- A. Commercial General Liability: \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.
- B. Automobile Insurance: Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
- C. Workers' Compensation Insurance: If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

HOLD HARMLESS: CONTRACTOR shall save, defend, hold harmless and indemnify DISTRICT against any and all liability, claims, or costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this Agreement, resulting in whole or in part from the negligent acts or omissions of CONTRACTOR, and subcontractor, or any employee, agency, or representative of CONTRACTOR or subcontractor.

CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE: Effective January 1, 2024 and pursuant to Section 2449(i) of Title 13 of the California Code of Regulations, all contractors who own or rent off-road diesel fleet vehicles are required to submit their California Air Resources Board (“CARB”) Certificate of Reported Compliance (“CRC”) to the public works awarding body prior to commencing a public works project of any size. CONTRACTOR agrees to submit valid CARB compliance certification, for all owned or rented fleet vehicles being used in this classification by CONTRACTOR or any Subcontractors, prior to commencing work on any project. Attached Compliance Certification shall be completed by CONTRACTOR and submitted to DISTRICT prior to beginning work on any project.

Appendix B

CARB Compliance Certification

Effective January 1, 2024 and pursuant to Section 2449(i) of Title 13 of the California Code of Regulations, all public agencies in the State of California awarding or entering into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or any other public lands, property, or improvement of any kind will be required to obtain a valid Certificate of Reported Compliance (“CRC”) from all contractors and subcontractors before awarding a public works project. Complete the form below and submit the CRC if applicable.

Not applicable as no rented or owned “Off-Road Diesel-Fuel vehicles” will be used for any projects under this Agreement.

“Off-Road Diesel-Fuel vehicles” will be used for projects under this Agreement. CONTRACTOR’S CARB compliance certification is attached to this Appendix B.

Completed by:

Signature of CONTRACTOR

Name printed or typed

Title

Date

For additional information visit <https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>