



**Lowell Joint  
School District**

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*A Tradition of Excellence Since 1906*

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**MARQUEE INSTALLATION  
Multiple Locations**

**CUPCCAA Project  
Bid No. 202122-02**

**Contact: Denise Soto, Facilities Secretary/Technician**

**Bid Deadline: Thursday, April 14, 2022, 2:00 p.m., PST**

**Lowell Joint School District**

**Facilities & Operations**

**11537 Grovedale Drive**

**Whittier, CA 90604**

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\* **Must be completed and submitted with bid – no exceptions.**

\*\* Will be executed by successful bidder after award of bid, but before contract award is effective.

\*\*\* Guarantee to be provided upon completion of each project.

## **I. CUPCCAA NOTICE CALLING FOR BIDS**

For Marquee Installation at multiple District locations

District intends to meet DVBE participation goals

District: Lowell Joint School District

Project: **Bid No. 202122-02**  
**Marquee Installations**

License Requirement: **Class B – General Building Contractor**

Subcontractor License Requirements:

C-5 Framing and Rough Carpentry

C-8 Concrete

C-10 Electrical

C-12 Earthwork and Paving

C-45 Sign

Bid Deadline: **Thursday, April 14, 2022, 2:00 p.m., PST**

Place of Bid Receipt: Lowell Joint School District  
Facilities & Operations  
11537 Grovedale Drive  
Whittier, CA 90604

Business Hours: 7:00 a.m. to 3:30 p.m. M-F

NOTICE IS HEREBY GIVEN that Lowell Joint School District of Los Angeles County, California, acting by and through its Board of Trustees, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, District requires that the bidder possess the required classification(s) of contractor's license(s) at the time the bid is submitted: **Classification "B" General Building Contractor**. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

Bid Documents can be downloaded from the District website at:

<https://www.ljsd.org/Departments/Facilities-and-Operation-Services/Bids-and-RFPs/index.html>

Bidder requests for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Denise Soto, Facilities Secretary/Technician, at [dsoto@ljsd.org](mailto:dsoto@ljsd.org). All requests must be submitted no later than **Thursday, April 7, 2022, 2:00 p.m., PST**. Any request made after such date shall not be addressed.

Bids shall be received at the place identified above, and shall be opened and publicly read aloud at the above-stated time and place. Each bid must conform and be responsive to the bid documents.

Each Bidder will need to comply with Senate Bill 854 (“SB854”) including, but limited to, registration with California Department of Industrial Relations (“DIR”). The DIR’s website is <http://www.dir.ca.gov>. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney.

Copies of the wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: [www.dir.ca.gov](http://www.dir.ca.gov). It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

Each bid shall be accompanied by a bid security in the form of a certified or cashier's check payable to the District, or bid bond in an amount equal to at least 10% (ten percent) of the bidder’s total bid amount as a guarantee that the bidder, if its proposal is accepted, shall promptly execute the Agreement form, furnish a satisfactory Faithful Performance Bond in an amount of \$75,000, furnish a separate and satisfactory Payment Bond in an amount equal to 100% (one-hundred percent) of the contract amount, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the general conditions. In the event of failure to enter into the contract and execute the required documents, such bid security will be forfeited.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

**A mandatory Pre-bid Conference** will be held on **Tuesday, April 5**, beginning at **11:00am** at the following school sites:

**11:00 – 11:15am: Macy Elementary School** 2301 W. Russell St., La Habra, CA

**11:30 – 11:45am: El Portal Elementary School** 200 N. Nada, La Habra, CA

**12:00 – 12:15pm: Olita Elementary School** 950 S. Briercliff Dr., La Habra, CA

**12:30 – 12:45pm: Rancho Starbuck Intermediate** 16430 Woodbrier Dr., Whittier, CA

By order of the Governing board of the Lowell Joint School District of Los Angeles County.

## **II. SCOPE OF WORK**

- A. Furnish Division of State Architect (DSA) approved plans for the fabrication of a 4'x8' cabinet and installation of owner furnished Optec display boards for wall mount and single-pole marquees.
- B. Provide labor and materials to fabricate cabinets for owner furnished Optec display boards. (Display board specifications included below).
- C. Install wall mount and single pole marquees per DSA approved plans. This includes structural reinforcement necessary for cabinet attachment to existing exterior walls and attachment to existing electrical power as well as all footings and attachments of single-pole sign
  - a. Bottom edge of wall mount sign is to be 6 feet from the ground and centered on wall per District.
  - b. Bottom edge of single-pole sign is to be 8 feet from the ground in pre-determined, District provided locations.
- D. File necessary forms and paperwork to DSA and receive final DSA approval of project.

Work to be scheduled between May 2, 2022 and July 31, 2022

## **III. SPECIFICATIONS**

### **Part I. General**

#### **1.01 General Conditions**

- A. The contractor shall provide all materials, labor, tools and supplies to perform work except as noted in Section 3.04.
- B. The contractor shall cooperate with the property owner's representative in every way, which shall include conducting the work and at a time as agreed upon.
- C. Damage to existing property, of any nature, caused by the Contractor shall be repaired to the satisfaction of the owner at the Contractor's expense.

#### **1.02 Sign Attachment**

- A. Sign attachment for all sites follow:
  - a. Macy Elementary – Single-Pole
  - b. El Portal Elementary – Wall-Mount
  - c. Olita Elementary – Single Pole
  - d. Rancho Starbuck Intermediate – Wall-Mount
- B. The owner must approve cabinet fabrication prior to installation.

## **Part II. Products and Handling**

### **2.01 Materials**

- A. Materials shall be pure, unadulterated, first quality and shall be delivered to the project in original unbroken packages bearing the makers name and brand number.
- B. Materials shall comply with all current requirements of the Environmental Protection Agency, the appropriate Air Pollution Control District, and all other local, state, or Federal agencies.

### **2.02 Product Handling**

- A. Contractor shall provide for owner to have on-site material storage container or room. The storage areas, rooms, or containers will be moved as directed by the owner.

### **2.03 Owner Furnished Products**

#### **A. Single Sided Unit**

| <b>Optec Model: HB 10mm SMD Full Color</b>   |   |
|--|---|
| <b>Display Specifications</b>                |   |
| Product Line:                                | Infinity  |
| LED Pixel Pitch:                             | 10.0mm  |
| Matrix Size:                                 | 120 x 256   |
| Viewing Area:                                | 3' 11 1/4" x 8' 4 13/16"  |
| Cabinet Size:                                | 3' 11 1/4" x 8' 4 13/16" x 6 11/16"                                   |
| Color:                                       | RGB   |
| Color Processing:                            | RGB 281 Trillion Levels-M   |
| LED's per pixel:                             | Red: 1 Green: 1 Blue: 1   |
| Total # of LED's:                            | 92160   |
| Character Size:                              | 2.75 inches   |
| # of Lines/Char. Line:                       | 17 line(s), 42 characters   |
| Brightness:                                  | 8000 NIT's (+/-5%)  |
| Viewing Angle:                               | 160 Degrees Horizontal  |
| Display Configuration:                       | Single Face (1 Cabinet - Master)                                      |
| Maintenance Door:                            | Front   |
| Cabinet Design:                              | Module  |
| Display Net Weight:                          | 393.94 lbs. per face (+/- 10%)  |
| Ventilation:                                 | Rear Vent   |
| <b>Standard Features</b>                     |   |
| Dimming Levels:                              | 100 - Auto & Manual   |
| Dimming/Temp. Sensor:                        | Included  |
| Crate:                                       | Included  |
| Software:                                    | MeCloud   |
| Software Upgrade:                            | 5 Years Software Upgrades   |
| Software Training:                           | Webinar   |
| <b>Electrical &amp; Venting Requirements</b> |   |
| AC Power Required:                           | Single Phase 120V or 240V 50/60Hz                                     |
| Total Boot Up Amps* (120V):                  | 17.2  |
| Regular Operating Amps* (120V):              | 4.97  |
| Example Electrical Cost* (120V):             | US\$0.78/Day  |
| Venting Requirement*:                        | 328.29 CFM  |
| <b>Terms of Purchase</b>                     |   |
| FOB:   | Ontario, CA   |
| Payment Term:                                | 50% Deposit, 50% Prior to Shipment                                    |
| Delivery Lead Time*:                         | 8 - 10 Weeks  |
| Warranty*:                                   | 5 Year Parts Warranty<br>(Cell Modem carries a 5 year part warranty ) |

#### **B. Dual Sided Unit**

| <b>Optec Model: HB 10mm SMD Full Color</b>   |   |
|--|---|
| <b>Display Specifications</b>                |   |
| Product Line:                                | Infinity  |
| LED Pixel Pitch:                             | 10.0mm  |
| Matrix Size:                                 | 120 x 256   |
| Viewing Area:                                | 3' 11 1/4" x 8' 4 13/16"  |
| Cabinet Size:                                | 3' 11 1/4" x 8' 4 13/16" x 6 11/16"                                   |
| Color:                                       | RGB   |
| Color Processing:                            | RGB 281 Trillion Levels-M   |
| LED's per pixel:                             | Red: 1 Green: 1 Blue: 1   |
| Total # of LED's:                            | 184320  |
| Character Size:                              | 2.75 inches   |
| # of Lines/Char. Line:                       | 17 line(s), 42 characters   |
| Brightness:                                  | 8000 NIT's (+/-5%)  |
| Viewing Angle:                               | 160 Degrees Horizontal  |
| Display Configuration:                       | Double Face (2 Cabinets - Primary/Secondary)                          |
| Maintenance Door:                            | Front   |
| Cabinet Design:                              | Module  |
| Display Net Weight:                          | 393.94 lbs. per face (+/- 10%)  |
| Ventilation:                                 | Rear Vent   |
| <b>Standard Features</b>                     |   |
| Dimming Levels:                              | 100 - Auto & Manual   |
| Dimming/Temp. Sensor:                        | Included  |
| Crate:                                       | Included  |
| Software:                                    | MeCloud   |
| Software Upgrade:                            | 5 Years Software Upgrades   |
| Software Training:                           | Webinar   |
| <b>Electrical &amp; Venting Requirements</b> |   |
| AC Power Required:                           | Single Phase 120V or 240V 50/60Hz                                     |
| Total Boot Up Amps* (120V):                  | 34.3  |
| Regular Operating Amps* (120V):              | 9.95  |
| Example Electrical Cost* (120V):             | US\$1.56/Day  |
| Venting Requirement*:                        | 656.58 CFM  |
| <b>Terms of Purchase</b>                     |   |
| FOB:   | Ontario, CA   |
| Payment Term:                                | 50% Deposit, 50% Prior to Shipment                                    |
| Delivery Lead Time*:                         | 8 - 10 Weeks  |
| Warranty*:                                   | 5 Year Parts Warranty<br>(Cell Modem carries a 5 year part warranty ) |

### **Part III. Execution**

#### **3.01 Scheduling of Work**

- A. Contractor shall coordinate the commencement of all work with owners so as not to cause inconvenience to the facility.

#### **3.02 Inspection**

- A. Closely examine all surfaces. Any surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the owner's representative before installation commences.
- B. Thoroughly examine the specification at the site, in similar conditions under which work will be performed, before submitting a proposal. Clarify any questions or conditions with the owner.
  - 1. No allowance for lack of knowledge of obvious existing conditions will be made after bids have been opened.

#### **3.03 Workmanship**

- A. Provide best quality workmanship, performed by skilled labor.
- B. Perform work under conditions best suited to the production of acceptable work.
- C. All work will be subject to approval by the owner. Correct all work which does not comply with the intent of the specification.
- D. Protect all adjacent areas and surfaces from damage.
- E. Protect all landscaping during the project period.
- F. Dust control: provide continuous dust control as required to protect adjacent areas.
- G. Noise control: coordinate with the owner before using noisy, motorized equipment.
- H. Immediately clean up all accidental spatters or spillage, and restore the affected surface to its original condition.
- I. Provide a clean and liability-free work area.

#### **3.04 Exclusions**

- A. None

#### **3.05 Surface Preparation**

- A. Prepare surfaces in a skillful manner to produce finish work of first class appearance and durability.
  - 1. Crack and stucco repair: Use Elastomeric Patch and Elastomeric Caulking Compounds, Stucco Patch, etc. and match surface so surface is concurrent with surrounding areas.

### **3.06 Clean-Up**

- A. At completion of work each day, remove all materials, ladders, machinery, supplies and dispose of all dirty rags, empty buckets, spray cans, dirty water, and leave work spaces and storage areas in a clean, acceptable condition.

### **GENERAL PROVISIONS**

- A. The contractor shall provide all labor, equipment, tools, and material necessary to complete this work.
- B. The installed equipment, parts, and materials shall be of the size and capacity of and be functionally equal to the equipment and parts being replaced or per drawings and specifications supplied by the District.
- C. The contractor shall exercise all reasonable and necessary means to abate undue dust and noise at all time.
- D. The work shall be done in a workmanlike manner by competent, trained personnel, and in conformance with the building codes of the State, counties and cities in which the work is being done including Title 19 and 24, of the Education Code. Any work judged to be unsatisfactory by the District's appointed inspector, will be re-done at the Contractor's expense and may be considered grounds for termination of this Contract.
- E. The Contractor shall be properly licensed in accordance with the laws of the State of California.
- F. The Contractor shall take all necessary precautions to prevent injury or hazard to the Lowell Joint School District, and shall avoid causing unreasonable inconvenience to the District.
- G. The Contractor shall conduct operations in such a manner as to avoid damage to the property of the Lowell Joint School District or to adjacent property. If any such properties are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense and to the satisfaction of the District.
- H. Failure to begin the work or to pursue the work diligently shall be considered ground for termination of the contract.
- I. Special installations shall conform in workmanship and material to quality level stated in specifications.
- J. Any work determined by mutual agreement between Contractor and District to be performed under the quoted hourly rate shall have a total cost estimate prior to the start of work.
- K. Contractor will be responsible for submitting each individual estimate no later than three working days after being apprised of the potential project. Installation must commence immediately after contractor has received verbal approval AND a valid purchase order number. The exception to the latter would be a mutual agreement that a delay was necessary due to unavailability of certain specialized materials.
- L. The Contractor shall leave the work-site in a clean and neat condition. If the work-site is not left in a clean and neat condition, the Contractor will be called back to correct the condition at no extra charge to the District.



## SUBSTITUTIONS

Substitution of material will require written approval from the Assistant Superintendent of Facilities and Operations, or designee, prior to job start up.

## WORKMANSHIP

All work to be performed in a workmanlike manner in conformance with standard of the industry.

## FAITHFUL PERFORMANCE BOND AND PAYMENT BOND

The Contractor will furnish and maintain a Faithful Performance Bond in an amount not less than **one hundred percent (100%)** of the total bid price and furnish and maintain a separate Payment Bond in an amount not less than **one hundred percent (100%)**. The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through the guarantee periods that are a part of the Contract awarded. **Bonds shall be on the forms set forth in these Project Documents.**

**The required bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract.**

## PREVAILING WAGE

Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code. Copies of the prevailing rate of per diem wages are on file at the appropriate office of the District. The Contractor must post these rates at the job site and/or similar as required by law in addition to requirements as specified on individual contract(s).

## OVERTIME

- A. Overtime is defined as time worked in excess of eight hours during a regular weekday shift; time worked on Saturdays, Sundays or holidays; or other time worked during hours defined as overtime in the applicable collective bargaining agreement.
- B. The term "wages" as used on this sheet shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

### ACCEPTANCE OF WORK

Acceptance of completed project shall be the responsibility of the Assistant Superintendent of Facilities and Operations, or designee of the District.

### PAYMENT

This is a service contract for routine maintenance and repair of Lowell Joint School District property. There will be no retention withheld on invoices for work completed under this contract.

### TERM OF CONTRACT

The initial term of this agreement is one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

#### **IV. INSTRUCTIONS TO BIDDERS**

**WARNING:**

**READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME  
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME District.**

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. **No other form/format is acceptable – business letterhead, 3-ring binders, coil binding, etc.**

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to:

Lowell Joint School District  
Facilities & Operations  
11537 Grovedale Drive  
Whittier, CA 90604

Attn: Denise Soto, Facilities Secretary/Technician

and must be received on or before **Thursday, April 14, 2022, 2:00 p.m., PST**, and shall be marked on outside lower left corner with bid number. Bidder's name shall also appear on the outside of the envelope. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the bid, payable to District and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than **one hundred percent (100%)** of the total bid price and a separate Payment (labor and material) Bond in an amount not less than **one hundred percent (100%)** of the total bid price,

furnish certificates and endorsements evidencing that the required insurance is in effect. It is understood and agreed that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. **If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.**

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by District may result in District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by signatures/initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, District may reject such bid as being nonresponsive. Verify your bid before submission, as it cannot be withdrawn or corrected after the bid opening.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work during the mandatory scheduled job walk, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may

deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. District is not making any warranties regarding said information. District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The Payment Bond shall be in the amount of 100% (one-hundred percent) of the contract amount in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate Faithful Performance Bond shall be in the amount of 100% (one-hundred percent) of the contract amount **on the forms included in the Project Documents.** The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded. **Each required bonds shall contain its own separate bond number, or a Declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract for construction.** All bond premiums shall be at bidder's cost.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies, or omissions relating to the Project Documents, a written request for an interpretation or correction thereof may be submitted to District. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at District's discretion and only by written addendum duly issued by District, and a copy of such addendum will be provided to each prospective bidder registered under this bid. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral

interpretation of Project Documents be binding on District. If there are discrepancies of any kind in the Project Documents, the interpretation of District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE.

EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by District. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. Award of Contract. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by District, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, District may award the contract to the next lowest bidder until the lowest responsive, responsible bidder accepts or release all bidders.

13. Alternate Bids. N/A

14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder," found herein (Section VIII).

District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and

equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by District. In this regard, District may conduct such investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to District's satisfaction within the prescribed time. District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of District.

15. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in District invoking the remedies of Public Contract Code Sections 4110 and 4111.

16. Insurance and Workers' Compensation. **Contractor/ Proposer shall submit with the Bid evidence that it can obtain insurance prior to Contract award. The following coverages are required. Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Lowell Joint School District** is to be named as **Additional Insured and Certificate Holder.**

**Certificate Holder Information:**

Lowell Joint School District  
11019 Valley Home Avenue  
Whittier, CA 90603

**\*\*Required Forms:**

Commercial General Liability Insurance – 2<sup>nd</sup> page **Additional Insured Endorsement**

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

- |   |   |
|---|---|
| <input type="checkbox"/> Commercial General Liability<br>incl. Contractual Liab., and<br>Broad Form Property Damage | \$1,000,000 minimum limit per occurrence<br>\$2,000,000 minimum general aggregate |
| <input type="checkbox"/> Automobile Liability:  | \$1,000,000 minimum limit per occurrence  |
| <input type="checkbox"/> Material Hoist   | \$1,000,000 minimum limit per occurrence  |
| <input type="checkbox"/> Workers' Compensation:   | As required by the California Labor Code  |
| <input type="checkbox"/> Employers' Liability:  | \$1,000,000 minimum limit per occurrence  |

For all insurance coverages provided by contractor/proposer, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than "A" unless otherwise approved by District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 1. Contractor/Proposer agrees to defend, indemnify, save and hold harmless the Lowell Joint School District (District), its officers, agents, representatives, employees and The Board of Trustees; and provides named additional insured endorsements for District, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of contractor/proposer; products and completed operations of the contractor/proposer; premises owned, occupied or used by the contractor/Proposer; or automobiles owned, leased, hired or borrowed by the contractor/proposer. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and the Board of Trustees.
  - 2. For any claims related to the Services, the contractor's/proposer's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the



contractor's/proposer's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

- E. The "Description of Operations" section must include the following: **The Lowell Joint School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."**

The Contractor/proposer shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

17. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to District that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and District shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

19. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.

21. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A" as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) District shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which District is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which District is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from District, and an original or certified copy of the document must be submitted to District.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit such document from District.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit such document from District.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to District within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be

completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to District, in an amount **three hundred fifty dollars (\$350.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion affidavit properly notarized.

25. Escrow Agreement. N/A

26. Change Orders. N/A

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete District's Criminal Records Check Certification.

29. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

30. Disabled Veteran Business Enterprises. Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by District and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with District's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/PD> or (916) 375-4940. The successful bidder shall be required to submit to District the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to District so that District can assess its success at meeting the DVBE participation goal.

Bid Bond No.: \_\_\_\_\_

**V. BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
as Surety, a California admitted surety insurer, are held and firmly bound unto the Lowell Joint School District, hereinafter called District, in the sum of \_\_\_\_\_  
(\$\_\_\_\_\_) for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_, for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by District, enter into a written contract with District, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to District, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to District.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or 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 terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by District and judgment is recovered, the Surety shall pay all costs incurred by District in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this \_\_ day of \_\_\_, 2022, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of  
Principal, if  
Corporation)

\_\_\_\_\_  
Principal (Proper Name of Bidder)

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

Signature

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

\_\_\_\_\_  
Title

(Corporate Seal  
of Surety)

\_\_\_\_\_  
Surety

(Attach Attorney-in-Fact Certificate  
and Required Acknowledgements)

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

Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Facsimile No.

## **VI. BID FORM**

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

To: Lowell Joint School District, acting by and through its Governing Board, herein called "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

### **CUPCCAA Bid No. 202122-02**

### **MARQUEE INSTALLATION – MULTIPLE SITES**

### **RANCHO STARBUCK INTERMEDIATE SCHOOL – WALL-MOUNT**

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

### **TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:**

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

**MACY ELEMENTARY SCHOOL**

**SINGLE-POLE MOUNT**

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

**TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:**

\_\_\_\_\_ **DOLLARS**

(\$ \_\_\_\_\_)

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**EL PORTAL ELEMENTARY**

**WALL-MOUNT**

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

**TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:**

\_\_\_\_\_ **DOLLARS**

(\$ \_\_\_\_\_)

**OLITA ELEMENTARY SCHOOL**  
**SINGLE-POLE MOUNT**

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Maintenance & Operations Department of said District.

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

**TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:**

\_\_\_\_\_ **DOLLARS**

(\$ \_\_\_\_\_)

**BID PRICE SHEET**

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bid to be awarded to lowest responsive, responsible bidder.

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.



4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to District the Agreement and will also furnish and deliver to District the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by District. It is understood that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the **seventh (7<sup>th</sup>)** day after receiving District's Notice to Proceed, and shall be completed by the bidder in the time specified by District.

6. Communications conveying notice of award, , requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

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8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act

(Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to District pursuant to the bid. Such assignment shall be made and become effective at the time District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. \_\_\_\_\_, Class \_\_\_\_\_, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by District at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and

Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by District, the bidder shall furnish a notarized financial statement, references, and other information required by District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

**The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.**

\*\*\*\*\*

Individual                      Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

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

Signed by: \_\_\_\_\_, Joint Venturer

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

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

Business Address: \_\_\_\_\_

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

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

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

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

Doing Business as: \_\_\_\_\_;

Business Address: \_\_\_\_\_

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

***If a Partnership:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner

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

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

Business Address: \_\_\_\_\_

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

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Business Address: \_\_\_\_\_

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

## **VII. DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

**If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in District invoking the remedies of Public Contract Code Sections 4110 and 4111.**

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of District awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractor on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. \_\_\_\_\_.

| Type of trade,<br>labor, or<br>service<br>Date (Indicate if a | Name & License #<br>of Subcontractor<br>License Expiration<br>Telephone No.*<br>Disabled Veteran<br>Business Enterprise) | Complete Address<br>(Name of City<br>Not Sufficient) and |
|---|--|--|
| _____   | _____  | _____  |
| _____   | _____  | _____  |
| _____   | _____  | _____  |

\*Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide District with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: \_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
(Signature of Bidder)

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

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

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

## **VIII. INFORMATION REQUIRED OF BIDDER**

The bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

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- (2) Telephone: \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail: \_\_\_\_\_

- (3) Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_ (check one)

- (4) Bidder's CA State Contractors License No. \_\_\_\_\_ Class: \_\_\_\_\_

License Expiration Date \_\_\_\_\_

Name of License Holder \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

- (5) Have you ever been licensed under a different name or different license number?

Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," give name and license number.

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- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



(7) Number of years as a contractor in this type of construction work: \_\_\_\_\_

(8) Person who inspected work site:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

(9) How many years' experience have you had in school construction work?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(10) How many years' experience have you had in public construction work?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

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(12) Have you ever been barred from bidding on any school or public construction project? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details \_\_\_\_\_

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(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes \_\_\_\_ No \_\_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

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- (14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is “Yes,” give dates, names, and addresses of public agency and details. \_\_\_\_\_

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- (15) Have you ever brought any claim(s) against a public agency? Yes \_\_\_\_ No \_\_\_\_ If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome.

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- (16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is “Yes,” provide name of public agency and details. \_\_\_\_\_

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- (17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes \_\_\_\_ No \_\_\_\_ If the answer is “Yes,” provide name of public agency and details. \_\_\_\_\_

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- (18) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

| <u>Name</u> | <u>Address</u> | <u>Telephone</u> |
|-------------|----------------|------------------|
| _____       | _____          | (____)           |
| _____       | _____          | (____)           |
| _____       | _____          | (____)           |

- (19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of District?

Yes \_\_\_\_ No \_\_\_\_ If so, please elaborate.

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- (20) List at least five (5) of your most recent school construction projects.

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

- (21) Are you currently under contract for another project? Yes \_\_\_\_ No \_\_\_\_ If the answer is “Yes,” please provide the following information:

(a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

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Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(d) Project Number 4:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(e) Project Number 5:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

- (22) Are there projects not listed above that will be undertaken during the duration of District's Project? Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(d) Project Number 4:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(e) Project Number 5:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(23) Additional information required:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (24) List of References - Public construction projects of similar nature in a school/community college/university within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

\_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

2. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

3. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_



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Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

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DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

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5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

---

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

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Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

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DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

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**I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.**

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Signature

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Print Name

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Title

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Date

## **IX. WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of the Contractor  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

LOWELL JOINT SCHOOL DISTRICT  
MARQUEE INSTALLATIONS – MULTIPLE SITES  
CUPCAA BID NO. 202122-02

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**X. CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, Lowell Joint School District (District) has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by District. At the time of execution of the contract, the Contractor will provide a statement to District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the contractor will provide appropriate documentation to District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that District can assess its success at meeting this goal.

The contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, District will require the contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

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

## **XI. NONCOLLUSION DECLARATION**

### **IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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 \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
Signature

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

## **XII. FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Lowell Joint School District of Los Angeles County, California (hereinafter referred to as "District"), awarded \_\_\_\_\_ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as \_\_\_\_\_;  
\_\_\_\_\_;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to District for one hundred percent (100%) of the total amount payable by District under the terms of the contract awarded by District to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, 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 of \_\_\_\_\_ (\_\_) year(s) after the acceptance of the work by District, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect District from loss or damage made evident during the period of \_\_\_\_\_ (\_\_) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by District to be, in default under the contract, District having performed District's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and District, and make available as work progresses, sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term, "balance of the contract price", as used in this paragraph shall mean the total amount payable to Contractor/Principal by District under the contract and any modifications thereto, less the amount previously properly paid by District to the Contractor/Principal.

Surety expressly agrees that District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if District, when declaring the Contractor/Principal in default, notifies Surety of District's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than District named herein or the successors or assigns of District. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CORPORATE SEAL, IF  
APPLICABLE, AND NOTARIAL  
ACKNOWLEDGEMENT OF  
CONTRACTOR

\_\_\_\_\_  
Contractor/Principal

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

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

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF  
SURETY

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Mailing Address, Telephone  
No. and Facsimile No. of Surety)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach Attorney-in-Fact Certificate  
and Required Acknowledgement)

### **XIII. PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Lowell Joint School District of Los Angeles County, California ("hereinafter referred to as District"), has awarded to \_\_\_\_\_, hereinafter referred to as the "Contractor/Principal" a contract for the work described as \_\_\_\_\_;  
\_\_\_\_\_;

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_, as Surety, a California admitted surety insurer, are held firmly bound unto District for one hundred percent (100%) of the total amount payable by District under the terms of the contract awarded by District to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between District and original contractor or on the part of any obliged party named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

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(Name and address of Surety)

(Name and address of agent or representative in California, if different from above)

(Telephone and facsimile number of Surety or agent or representative in California)

[remainder of page intentionally left blank]

IN WITNESS HEREOF, we have hereto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CORPORATE SEAL, IF  
APPLICABLE, AND NOTARIAL  
ACKNOWLEDGEMENT OF  
CONTRACTOR

---

Contractor/Principal

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

---

Print Name and Title

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF  
SURETY

---

Surety

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

---

Print Name and Title

(Mailing Address, Telephone and  
Facsimile No. of Surety)

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(Attach Attorney-in-Fact Certificate and  
Required Acknowledgement)

#### **XIV. AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_, in the County of Los Angeles, State of California, is by and between Lowell Joint School District, (hereinafter referred to as "District"), and \_\_\_\_\_, (hereinafter referred to as "Contractor").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **BID NO. 202122-02, MARQUEE INSTALLATIONS – MULTIPLE SITES** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. CONTRACTOR shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Project Documents, and unless CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Project Documents.

3. District shall pay to CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the unit prices as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving District's Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with four (4) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$350.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, CONTRACTOR shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to

accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. CONTRACTOR agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if the CONTRACTOR provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

|  |                       |
|--|-----------------------|
| Public Liability Insurance for injuries<br>including accidental death, to any one<br>person in an amount not less than | <b>\$1,000,000.00</b> |
|--|-----------------------|

and

|  |                       |
|--|-----------------------|
| Subject to the same limit for each<br>person on account of one accident,<br>in an amount not less than | <b>\$1,000,000.00</b> |
|--|-----------------------|

|   |                       |
|---|-----------------------|
| Property Damage Insurance<br>in an amount not less than | <b>\$1,000,000.00</b> |
|---|-----------------------|



Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

**CONTRACT DOCUMENTS:**

1. \_\_\_\_\_ Bid Bond
2. \_\_\_\_\_ Bid Form
3. \_\_\_\_\_ Designation of Subcontractors
4. \_\_\_\_\_ CA Contractors License Number
5. \_\_\_\_\_ DIR Registration Number
6. \_\_\_\_\_ Information Required of Bidder
7. \_\_\_\_\_ Contractor's Certificate Regarding Workers' Compensation
8. \_\_\_\_\_ Certification – Participation of Disabled Veteran Business Enterprise

9. \_\_\_\_\_ Noncollusion Declaration
10. \_\_\_\_\_ Faithful Performance Bond
11. \_\_\_\_\_ Payment Bond
12. \_\_\_\_\_ Agreement
13. \_\_\_\_\_ Drug-Free Workplace Certification
14. \_\_\_\_\_ Certification by Contractor Criminal Records Check
15. \_\_\_\_\_ Contractor's Certificate Non-Asbestos Containing Materials
16. \_\_\_\_\_ Tobacco Use Policy
17. \_\_\_\_\_ Conflict of Interest
18. \_\_\_\_\_ Compliance With Safety Regulations
19. \_\_\_\_\_ Certificate Of Liability Insurance
20. \_\_\_\_\_ W-9 Form

### **CONTRACT TERM**

The terms of this base contract is for one year beginning \_\_\_\_\_, through \_\_\_\_\_, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

District

Contractor

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

## **XV. GUARANTEE**

Guarantee for \_\_\_\_\_. We hereby guarantee that the \_\_\_\_\_, which we have installed in \_\_\_\_\_, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one year (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by District, the undersigned authorizes District to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature of Contractor

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

\_\_\_\_\_  
Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

[remainder of page intentionally left blank]

Guarantee (continued)

---

Name of Subcontractor  
(if work performed by  
subcontractor)

By: \_\_\_\_\_  
Signature of Subcontractor

---

Print Name

---

Title

Representatives to be contacted for service:

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

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

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

## **XVI. OTHER REQUIRED DOCUMENTS**

- **Drug-Free Workplace Certification\***
- **Certification by Contractor Criminal Records Check\***
- **Contractor’s Certificate Regarding Non-Asbestos Containing Materials\***
- **Tobacco Use Policy\***
- **Conflict of Interest\***
- **Compliance With Safety Regulations\***
- **Certificates of Liability Insurance\*\***
  - Requirements, Accord 25 and 2<sup>nd</sup> page Additional Insured Endorsement with “Sample”
- **W-9 Form\*\***

**\*Must be completed and submitted with bid – No exceptions**

**\*\*Will be executed by successful bidder after award of bid, but before contract award is effective.**

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section §8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Government Code Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

---

NAME OF CONTRACTOR

---

Signature

---

Print Name

---

Title

---

Date

**CERTIFICATION BY CONTRACTOR**

**CRIMINAL RECORDS CHECK**

**AB 1610, 1612 and 2102**

To Board of Trustees of Lowell Joint School District:

I, \_\_\_\_\_ certify that:  
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for District, my employees  
☐ will **OR** ☐ will not have contact with students of District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_  
(City) (State) (Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone



**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK  
(EDUCATION CODE §45125.1)**

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school District may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice (DOJ) together with a fee determined by the DOJ to be sufficient to reimburse itself for its costs incurred in processing the application.

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to it. When the DOJ ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the DOJ shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contract shall not permit an employee to come in contact with pupils until both the DOJ and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to District's Board of Trustees that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the

state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

## CRIMINAL RECORDS CHECK

### CONTRACTOR’S EMPLOYEE / VOLUNTEER LIST

**(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN  
CONTACT WITH PUPILS)**

Use additional copies of page as needed

**Name of Contractor:** \_\_\_\_\_

| <b>Name of Employee or Volunteer</b> | <b>Position</b> |
|--------------------------------------|-----------------|
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |
|                                      |                 |

***IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Denise Soto at (562) 902-4290.***

**CONTRACTOR’S CERTIFICATE REGARDING  
NON-ASBESTOS CONTAINING MATERIALS**

Per Article 69 of the General Conditions.

Certification for \_\_\_\_\_. We hereby certify that no Asbestos or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the \_\_\_\_\_ which we have installed in the Lowell Joint School District under Project/Bid No. 1516-03.

- (a) Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to District.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

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

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

\_\_\_\_\_  
Title

**TOBACCO USE POLICY**

In the interest of public health, Lowell Joint School District (District) provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

---

Name of Bidder

---

Signature

---

Date

## **CONFLICT OF INTEREST**

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE AND DATE

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- |    |                                |            |
|----|--------------------------------|------------|
| a. | Were you a full-time employee? | [Yes] [No] |
|    | Part-Time employee?            | [Yes] [No] |
|    | As-Needed employee?            | [Yes] [No] |
|    | Consultant?                    | [Yes] [No] |
|    | Or other, please               |            |

Explain: \_\_\_\_\_

- b. What were the date(s) of your employment/employment contract/consulting contract?

\_\_\_\_\_

- c. In which department(s) of District did you work?

\_\_\_\_\_

- d. Who was/were your Supervisor(s)?

\_\_\_\_\_

- e. Please describe your job duties and responsibilities for each District position held?

\_\_\_\_\_

- f. What was your last date of employment?

\_\_\_\_\_

2. Do any Board of Trustee Member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

---

b. What is his/her position with your company?

---

c. If a Board of Trustee member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

---

3. Are any of your former employee(s), (Consultants) presently employed by District? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

---

b. What was his/her title at your company?

---

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

---

---

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

---

d. What were the date(s) of his/her employment?

---

[remainder of page intentionally left blank]

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day \_\_\_\_\_, \_\_\_\_\_, 20\_\_; in the \_\_\_\_\_ (City), \_\_\_\_\_ (State).

---

(Signature)

---

(Printed Name)

---

(Title)



## **COMPLIANCE WITH SAFETY REGULATIONS**

(a) 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 prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. 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. 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.

(b) Contractor shall take, and require subcontractors to take, all necessary precautions for safety of workers 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 the work site and to provide a safe and healthful place of employment. Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and 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. Contractor shall designate a responsible employee, 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 in writing to District by contractor. Contractor shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by contractor at contractor's expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and contractor shall so act if so authorized or instructed by District. Any compensation claimed by contractor on account of emergency work shall be determined by written agreement with District.

(d) 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.

(e) Contractor shall (unless waived by District in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by District.
- (4) When directed by District, take preventive measures to eliminate objectionable dust.
- (5) Enforce all instructions of District regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to District.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

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

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

\_\_\_\_\_  
Title

## INSURANCE REQUIREMENTS

**The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Lowell Joint School District** is to be named as **Additional Insured and Certificate Holder**.

### **Certificate Holder Information:**

Lowell Joint School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

### **\*\*Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

|                              |  |
|------------------------------|--|
| Commercial General Liability | \$1,000,000 minimum limit per occurrence |
| incl. Contractual Liab., and | \$2,000,000 minimum general aggregate    |
| Broad Form Property Damage   |  |

|                       |  |
|-----------------------|--|
| Automobile Liability: | \$1,000,000 minimum limit per occurrence |
|-----------------------|--|

|                        |  |
|------------------------|--|
| Workers' Compensation: | As required by the California Labor Code |
| Employers' Liability:  | \$1,000,000 minimum limit                |

For all insurance coverages provided by vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than "A" unless otherwise approved by District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.

D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Vendor agrees to defend, indemnify, save and hold harmless the Lowell Joint School District (District), its officers, agents, representatives, employees and the Board of Trustees; and provides named additional insured endorsements for District, its officers, agents, representatives, employees and the Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; premises owned, occupied or used by the vendor; or automobiles owned, leased, hired or borrowed by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and the Board of Trustees.
2. For any claims related to the Services, the vendor's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and the Board of Trustees. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and the Board of Trustees shall be excess of the vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

E. The "Description of Operations" section must include the following: "Lowell Joint School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The vendor shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

## **Certificate of Liability Insurance**

**Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.**

### **The insurance requirement is a two page document of the following:**

Lowell Joint School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Lowell Joint School District** as an additional insured.

**Blanket endorsements are not acceptable.**

Required Endorsement:

*Lowell Joint School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.*

*See the following example.*

**POLICY NUMBER:** CA700H6004

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

**Name of Person or Organization:** XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

**SAMPLE**

|   |   |  |
|---|---|--|
| <b>Form W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service  | <b>Request for Taxpayer Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.  | <b>Give Form to the requester. Do not send to the IRS.</b> |
| <b>Print or type.</b><br>See Specific Instructions on page 3.   | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  |  |
|   | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate   |  |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  |  |
|   | <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. |  |
|   | <input type="checkbox"/> Other (see instructions) ▶ _____   |  |
| <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small>  |   |  |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.  |   |  |
| <b>6</b> City, state, and ZIP code  |   |  |
| <b>7</b> List account number(s) here (optional)   |   |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>  |   |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.  |   |  |
| <b>Social security number</b>   |   |  |
| <div style="border: 1px solid black; padding: 2px;">[ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]</div>  |   |  |
| <b>OR</b>   |   |  |
| <b>Employer identification number</b>   |   |  |
| <div style="border: 1px solid black; padding: 2px;">[ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]</div>  |   |  |
| <b>Part II Certification</b>  |   |  |
| Under penalties of perjury, I certify that:   |   |  |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  |   |  |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and   |   |  |
| 3. I am a U.S. citizen or other U.S. person (defined below); and  |   |  |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.   |   |  |
| <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.      |   |  |
| <b>Sign Here</b>  | Signature of U.S. person ▶ _____  |  |
|   | Date ▶ _____  |  |
| <b>General Instructions</b>   |   |  |
| Section references are to the Internal Revenue Code unless otherwise noted.   |   |  |
| <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .   |   |  |
| <b>Purpose of Form</b>  |   |  |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.  |   |  |
| <ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul> |   |  |
| Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.   |   |  |
| If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.   |   |  |

## **XVII. GENERAL CONDITIONS**

**CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (“DIR”)**: Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project.

Each contractor and subcontractor bidding on this project must register with the DIR. Each contractor and subcontractor will be required to pay an initial set up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00). The DIR’s website is <http://www.dir.ca.gov>. Proof of such registration must be provided to District.

Contractors and subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement, (iv) no state of Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a contractor or subcontractor can still qualify by paying for applicable penalty). Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney.

Subject to certain limitations, each contractor and subcontractor may be required to comply with California labor Code §1776 (which require the submission on certified payroll records). These records, if required, will need to be submitted on a monthly basis to the California Labor Commissioner. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this project and ,if needed, should consult with an attorney.

**BONDS**: Contractor shall furnish a surety bond in an amount not less than ten percent (10%) of the maximum amount of bidder’s bid as security for faithful performance of this Agreement and shall furnish a separate bond in an amount not less than ten percent (10%) of the maximum amount of bidder’s bid as security for payment to persons performing labor and furnishing materials in connection with this Project. **Bonds shall be on the form set forth in these Project Documents**. The Payment Bond shall remain in full force and effect through the contract period. The Faithful Performance Bond shall remain in full force and effect through all of the guarantee periods that are a part of the Contract awarded.

**The required Faithful Performance Bond and Payment Bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to one hundred percent (100%) of the amount of the contract.**



**EQUIPMENT AND LABOR:** Contractor shall furnish all labor, materials and equipment necessary to complete the project in accordance with the approved plan and/or specifications. Where practical, “Standard Specifications for Public Works Construction” will apply.

**DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.

**FORCE MAJEURE CLAUSE:** Parties to the contract shall be excused from performance thereunder during the time and to the extent that they were prevented from obtaining or performing by act of “God, fire, strike, loss” or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor shall be subject to the approval of District, Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate California Worker's Compensation and appropriate liability insurance.

**PREVAILING WAGE RATES:** Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code. Copies of the prevailing rate of per diem wages are available at the following website: [www.dir.ca.gov](http://www.dir.ca.gov). The Contractor must post these rates at the job site and/or similar as required by law in addition to requirements as specified on individual contract(s).

**APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code for all apprenticeship occupations.

**PAYROLL RECORDS:** Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor, in connection with the public work. Such records shall be certified and available for inspection at reasonable hours at the Contractor’s principal place of business as required by Labor Code.

**COMPLIANCE WITH SAFETY REGULATIONS:** It shall be the responsibility of the Contractor to perform all activities incident to this project in a manner consistent with applicable safety standards and to insure that all completed and in process work satisfies safety standards.

Contractor is also responsible for obtaining District's rules and regulations pertaining to safety and security, including driving on school grounds, particularly when children are present.

**PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, 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. In an emergency affecting life and safety of life, work of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act to prevent such threatened loss or injury.

**ASBESTOS:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos.

**HAZARDOUS MATERIAL AND MATERIAL SAFETY DATA SHEETS:** In the event the Contractor encounters (during the scope of work as specified by individual contract or specifications), material believed to be asbestos, polychlorinated biphenyl (PCB), or any other identified or non-identified potentially hazardous material (which has not been rendered harmless and is labeled as such), Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not continue or be resumed except by written direction of District and by agreement by the Contractor. Contractor is required to ensure Material Safety Data Sheets are available, employees are trained in the use of MSDS, and MSDS are in a readily accessible place at the work site. This is required for any material that has an associated Material Safety Data Sheet per the Federal "Hazard Communication" standard or employees' Right-to-Know laws. Contractor is also required to ensure proper labeling and training on any substance brought onto the job site and ensure that any person working with the material (or has the possibility of exposure by use of the material or contact with the material), is informed of the possible and/or real hazards of the substance, and follows proper handling and protection procedures.

**HOLD HARMLESS:** Contractor shall save, defend, hold harmless, and indemnify District against any and all liability claims. This includes but is not limited to; cost 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 occupation, use, service, operation, or performance or work (under the terms of this contract or specifications as presented via District Purchase Order), resulting in whole or in part from the negligent acts or omissions of Contractor and/or subcontractor, or any employee agent, or representative of Contractor and/or subcontractor.

**INSURANCE:** Contractor shall not commence work without first obtaining all insurance required under this heading from a company or companies acceptable to District. The Contractor shall not allow any subcontractor to commence work until all appropriate insurance required of the subcontractor has been obtained and properly provided to District. The Contractor shall take out

and maintain at all times during the life of the contract (or as specified via District Purchase Order) the following policies of insurance:

- A. Workers' Compensation Insurance. The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance for all his/her employees. Contractor shall require all subcontractors employed by him/her on the contract to maintain such insurance as will protect such subcontractors from claims under Worker's Compensation Acts.

In case any class of employee is not protected under the Worker's Compensation Statute for any reason, the Contractor shall provide adequate coverage as shall be necessary to District for the protection of such employees not otherwise protected.

- B. Contractor shall obtain and provide to District required evidence of said insurance prior to commencing the work and maintain, during the life of the contract, Contractor's Bodily Injury and Property Damage Liability Insurance in the amount of One-million dollars (\$1,000,000.00) combined single limit. The liability insurance shall include personal injury liability, broad form liability, contractual liability, and completed operations/products liability. The insurance policy must be an 'occurrence' type; a 'claims-made' policy will not be acceptable.
- C. Insurance Covering Special Hazards. When automobiles, trucks or other contractors' equipment are used in connection with this work, these special hazards shall be covered by riders to the above mentioned Public Liability Insurance and Property Damage Insurance policies, or by special policies of insurance in the same amount. Automobile Liability Insurance shall provide non-owned auto liability coverage for employer non-ownership and hired autos.
- D. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and "District" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to District, until final inspection and acceptance thereof.
- E. Except for California Workers Compensation Insurance, District shall be named as an additional insured on all policies of insurance hereunder and shall be furnished a thirty (30) day written notice prior to reduction in coverage or cancellation.

**WORKERS:**

- A. Contractor shall at all times enforce strict discipline and good order among Contractor's employees. Contractor and subcontractor shall not employ any person or anyone not skilled (or unfit, unqualified), in assigned work.
- B. Any person in the employ of the Contractor, whom District may deem incompetent or unfit, shall be dismissed from the work and shall not again be employed on the project except with written consent of District.

**FINGERPRINTS:** Contractor shall comply with the fingerprinting and criminal background investigation requirements of the California Education Code. Contractor shall comply with all the California Department of Justice fingerprinting requirements.

**SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.

**CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF District:** While engaged in carrying out the terms and conditions of the Contract, Contractor is an independent contractor and not an officer, employee or agent of District, by direction or inference.

**PERMITS AND LICENSES:** Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the project.

**ACCESS TO WORK:** District representatives shall at all times have access to work, wherever it is, in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

**OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Such occupancy shall not constitute final acceptance of any part of work covered by this contract nor shall such occupancy extend the specified date for completion.

**CHANGES:** No changes or alterations to this contract shall be made without specific prior written approval by District.

**ASSIGNMENT:** No assignment of this Contract shall be made without the prior written approval of District.

**WARRANTY:** Contractor will be required to warranty all work and equipment supplied in the contract for a minimum one year period from date of final acceptance.

**BRAND OR TRADE NAMES:** Attention of the Contractor is directed to the Government Code, which must be complied with as to brand or trade name products. Whenever in the specifications brand or trade name products are specified in writing, the words 'or approved equal' are to be assumed included. Exact compliance with specified brand or trade name products is required

unless District issues a written amendment. All requests to substitute must be in writing directed to District's applicable representative. Contractor must provide for District's approval, the brand name, model number (including drawings and specifications) or other relative information on any proposed product or equipment to be supplied by the Contractor.

**PAYMENT:** Payment for work will be made in a lump sum upon acceptable completion (unless specified otherwise by agreement in writing or under special conditions in writing) and approval by District.

**ANTI-DISCRIMINATION:** It is the policy of District's Board of Trustees that in connection with any and all work and/or services performed under Public Works and Construction contracts, there will be no discrimination against any employee, company or individual or group of individuals, because of race, color, ancestry, sex, age, national origin, or religious belief. Therefore, the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, California Fair Employment Practice Act, and/or Labor Code, or any code where anti-discrimination language occurs. In addition, Contractor agrees to require like compliance by all subcontractors.

**CLEAN UP:** Debris shall be regularly removed from the premises. The job site shall be free of any and all debris at all times when work is not actually being performed. Upon completion, all debris and containers shall be removed and the work site left clean.