



## **CONSTRUCTION SERVICES AGREEMENT**

BID# LCF 17/18-05; REPAIR & ALTERATIONS TO  
DRAINAGE SYSTEM AT THE FOOTBALL FIELD  
AT LA CAÑADA HIGH SCHOOL

LA CAÑADA UNIFIED SCHOOL DISTRICT  
4490 CORNISHON AVENUE  
LA CAÑADA, CA 91011

JUNE 5, 2018

## TABLE OF CONTENTS

<b>CONSTRUCTION SERVICES AGREEMENT .....</b>	<b>4</b>
ARTICLE 1 SCOPE OF WORK .....	4
ARTICLE 2 TIME OF COMPLETION .....	6
ARTICLE 3 LIQUIDATED DAMAGES .....	6
ARTICLE 4 CONTRACT PRICE .....	6
ARTICLE 5 HOLD HARMLESS & INDEMNITY .....	10
ARTICLE 6 CONTRACTOR’S INSURANCE .....	11
ARTICLE 7 PREVAILING WAGES.....	13
ARTICLE 8 TERMINATION OF THE CONTRACT .....	13
ARTICLE 9 COMPLETION OF THE WORK .....	15
ARTICLE 10 CHANGES IN THE WORK.....	16
ARTICLE 11 MISCELLANEOUS PROVISIONS .....	16
ARTICLE 12 WARRANTY .....	19
ARTICLE 13 SPECIAL NOTICE OF AMERICAN’S WITH DISABILITIES ACT .....	20
ARTICLE 14 DEBARMENT .....	20
ARTICLE 15 COMPONENT PARTS OF THE CONTRACT .....	21
PERFORMANCE BOND .....	23
LABOR AND MATERIALS PAYMENT BOND .....	26
INSURANCE DOCUMENTS & ENDORSEMENTS .....	29
WORKERS' COMPENSATION CERTIFICATION .....	31
DRUG-FREE WORKPLACE CERTIFICATION.....	32
CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY .....	33
CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION .....	34

END OF TABLE OF CONTENTS

## **CONSTRUCTION SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this 5th day of June in the year 2018 in the County of Los Angeles of the State of California, by and between the **La Cañada Unified School District**, hereinafter called the "District", and **Asphalt, Fabric & Engineering, Inc.**, hereinafter called the "Contractor".

Contractor acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 et seq. Contractor shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the CUPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

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

### **ARTICLE 1 SCOPE OF WORK**

**1.1 Description of Work:** It is the duty of the Contractor to complete the Work in strict accordance with the Contract Documents. The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the following construction, reconstruction, erection, alteration, renovation, improvement, demolition and/or repair work for the following: **Bid # LCF 17/18-05; Repairs & Alterations to the Drainage System at the Football Field at La Cañada High School**, (hereinafter called the "Project").

- A. The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. When modifying existing Work or installing new Work adjacent to existing Work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All costs caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing Work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- B. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. Contractor shall remove rubbish and debris resulting from the work on a daily basis. Contractor shall maintain the structures and site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

**1.2 Contractor's Certifications, Representations and Warranties:** Contractor makes the following certifications, representations, and warranties for the benefit of the District and Contractor acknowledges and Bid # LCF 17/18-05, Repairs & Alterations to Drainage System at the Football Field

At La Cañada High School

La Cañada Unified School District

agrees that the District, in deciding to engage Contractor pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Contractor's engagement hereunder:

- A. Contractor is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, Contractor has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.
- B. Contractor, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

**1.3 If necessary, the District shall employ one or more Project Inspectors to inspect the Work.**

- A. If applicable, Contractor's work shall be under the observation of the Project Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in any drawings or specifications approved by the District and/or DSA for the Project nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.
- B. The Inspector shall have the authority to reject Work whenever provisions of the Contract are not being complied with, and Contractor shall immediately address and rectify all rejected work. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract.
- C. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection.

**1.4 Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent construction Superintendent satisfactory to the District.** The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the work, Contractor shall give written notice to District and Architect (if applicable) of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work. District shall have

the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material, or equipment supplier.

## ARTICLE 2 TIME OF COMPLETION

**Time is of the essence.** The Contractor shall substantially complete all work under this Agreement within **Twenty (20)** calendar days from the Notice to Proceed Date. Final completion shall be reached within **Twenty (20)** calendar days, in accordance with Paragraph 9. It is expressly understood that time is of the essence.

Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: 1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items; 2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and 3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date mean Substantial Completion Date.

Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project, including all Punch List work. In most cases, the recording of a Notice of Completion shall represent Completion of the Project.

Contractor shall provide a Critical Path Method (CPM) schedule upon request of the District within five (5) calendar days of issuance of the Notice to Proceed.

## ARTICLE 3 LIQUIDATED DAMAGES

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **Two Thousand Five Hundred (\$2500)** per calendar day for each and every day of delay beyond the time set forth in Paragraph 2 of this Agreement for Substantial Completion as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This shall not be construed as preventing the District from the recovery of damages under provisions of the Contract Documents.

## ARTICLE 4 CONTRACT PRICE

**4.1 Contract Price.** The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions, the sum of One Hundred Eighty Five Thousand **(\$185,000)**, said sum being the total amount stipulated by the parties.

### **4.2 Cost Breakdown**

A. *Required Information.* Contractor shall furnish the following:

- (a) Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project;
- (b) Within ten (10) days after Notice to Proceed, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be

performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;

- (c) Within ten (10) days after Notice to Proceed, address, telephone number, email of contact person(s), California State Contractors License number, DIR Registration #, classification and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

**B. *Information and Preparation of Schedule of Values.***

- (a) Break Down of Schedule of Values. Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.
- (b) Based on Contractor Bid Costs. The Schedule of Values shall be based on the costs from Contractor's Bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- (c) Largest Dollar Value for Each Line Item. Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.
- (d) Allowances. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- (e) Labor and Materials Shall Be Separate. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

- C. *District Approval Required.*** The District shall review all submissions received pursuant to Paragraph 4.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

**4.3 Progress Payments**

- A. *Payments to Contractor.* Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.
- B. *Purchase of Materials and Equipment and Cost Fluctuations.* The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor Vendors or by other means. Contractor further understands and incorporates into Contractor's Bid cost any wage rate increases during

the Project for the Contractor's labor force as well as all other Subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

- C. *No Waiver.* No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

"It is the duty of the Contractor to complete the work covered by his or her Contract in accordance with the approved Plans and Specifications therefore. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties. In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

- D. *Review of Payment Application.* The District Representative shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 4.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted.

Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention. The foregoing representations are subject to 1) an evaluation of the Work for conformance with the Contract Documents, 2) results of subsequent tests and inspections, 3) minor deviations from the Contract Documents correctable prior to completion, and 4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's verified representation that the Contractor is entitled to payment in the amount certified.

- E. *Payment of Undisputed Contract Payments.* In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Pay Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion.



**4.5 Stop Notice Claims and Warranty of Title.** The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Project or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by District and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately.

If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Paragraph 5, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for stop notices in accordance with Civil Code section 9358 shall not be a basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107.

**4.6 Reasons to Withhold Payment.** The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- A. Defective work not remedied;
- B. Stop notices served upon the District;
- C. Liquidated damages assessed against the Contractor;
- D. Damage to the District or other Contractor;
- E. Unsatisfactory prosecution of the work by the Contractor;
- F. Failure of the Contractor to prosecute the work in a timely manner, Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
- G. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- H. Failure to properly maintain or clean up the Site;
- I. Payments to indemnify, defend, or hold harmless the District;
- J. If required, failure to obtain proper inspection and approval of the Project components as required by DSA and the Project Inspector demonstrated by an incomplete DSA Form 152 Inspection Care or a Notice of Deviation (DSA Form 154); or
- K. Failure to pay Subcontractor or suppliers.

**4.7 Nonconforming Work.** If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust

Bid # LCF 17/18-05, Repairs & Alterations to Drainage System at the Football Field

At La Cañada High School

La Cañada Unified School District

the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

## **ARTICLE 5 HOLD HARMLESS & INDEMNITY**

**5.1** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Paragraph.

**5.2** Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- A. Liability for 1) death or bodily injury to persons; 2) damage or injury to, loss (including theft), or loss of use of, any property; 3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or 4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- B. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- C. Any dispute between Contractor and Contractor's Subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Paragraph 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor's and Subcontractor's obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any

property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act (“ADA”)

**5.3** The indemnity requirements described herein Paragraph 5 is intended to apply during the period of Contractor’s performance under this Contract and shall survive the expiration or termination of this Contract.

## **ARTICLE 6 CONTRACTOR’S INSURANCE**

**6.1 Insurance Requirements.** Before the commencement of the work on the Project (“Work”), the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VII status as rated in the most recent edition of Best’s Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor’s Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents:

- A. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- B. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- C. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- D. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- E. Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- F. Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- G. Claims involving sudden or accidental discharge of contaminants or pollutants.

**6.2 Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Paragraph 6.1, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers, and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or

contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

**6.3 Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

A. General Liability Insurance. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	.....	\$1,000,000.00
(b)	Aggregate	.....	\$2,000,000.00
(c)	Products and Completed Operations	.....	\$1,000,000.00
(d)	Personal and Advertising Injury Limit	.....	\$1,000,000.00

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

(a)	Automotive and truck where operated in amounts	.....	\$1,000,000.00
(b)	Material Hoist where used in amounts	.....	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	.....	\$1,000,000.00
(d)	Hazardous Materials	.....	\$1,000,000.00

**6.4 Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under this Paragraph and in compliance with Labor Code § 3700. Worker's compensation limits as required by the Labor Code, not less than \$1,000,000 and employer's liability limits of \$1,000,000 per accident for bodily injury or disease.

**6.6 Automobile Insurance.** The District, Architect and Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their

directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

**6.7 Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

**6.8 Proof of Insurance.** The Contractor shall not commence work on the Project, nor shall it allow any Subcontractor to commence work on the Project until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

A. Certificates and insurance policies shall include the following clause:

“This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District.”

B. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

C. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

D. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

**6.9 Compliance.** In the event the Contractor fails to furnish and maintain any insurance required by this Paragraph, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District.

## **ARTICLE 7 PREVAILING WAGES**

Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations (*see prevailing wages rate on DIR's website at <http://www.dir.ca.gov/OPRL/Pwd/index.htm>*). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein:

A. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);

B. California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.); and

## **ARTICLE 8 TERMINATION OF THE CONTRACT**

**8.1 Termination for Cause.** The District may terminate the Contractor and/or this Contract for the following reasons:

A. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

B. Persistently or repeatedly is absent, without excuse, from the job site;

Bid # LCF 17/18-05, Repairs & Alterations to Drainage System at the Football Field

At La Cañada High School

La Cañada Unified School District

Page 13 of 34

- C. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- D. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- E. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- F. Contractor fails to follow the inspection procedure required by DSA or takes actions to delay or frustrate the inspection process; or
- G. Otherwise is in substantial breach of a provision of the Contract Documents.

**8.2 Notification of Termination.** When any of the above reasons set forth in Paragraph 8.1 above exists, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety (if applicable) written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety (if applicable):

- A. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept; and
- C. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

**8.3 Payments Withheld.** If the District terminates the Contract for one of the reasons stated in Paragraph 8.1 above, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety (if applicable).

**8.4 Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. This payment obligation shall survive completion of the Contract.

**8.5 Termination for Convenience.** District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept.

**8.6 In the event of a dispute between the District and Contractor,** the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved informally, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to comply with the Dispute procedure set forth in Section 34 of the Terms and Conditions to Contract.

## ARTICLE 9 COMPLETION OF THE WORK

### 9.1 Close-Out Procedures

- A. *Incomplete Punch Items.* When the Contractor considers the Work Substantially Complete (See Paragraph 2 for definition of Substantially Complete), the Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected (hereinafter “Incomplete Punch Items”). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor is aware that Title 24 Section 4-343(a) provides:

*“Responsibilities. It is the duty of the Contractor to complete the work covered by his or her Contract in accordance with the approved plans and specifications therefore. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties.”*

If any of the conditions noted in Paragraph 2 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor’s Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector, Architect, and/or District Representative determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector, Architect, and/or District Representative shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the Plans and Specifications so the Project may be completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

- B. *Warranties.* Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular Subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.
- C. *Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).* If Contractor submits a Final Pay Application which fails to include deductive items under Paragraph 4, the District or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Paragraph 4, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then District may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Paragraph 4 deductive items or process a Unilateral Final Pay Application.
- D. *Unilateral Release of Retention.* After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under

Paragraph 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Paragraph 4, withholds due to stop notice, or withholdings due to other defective work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Paragraph 4. If a deduction pursuant to Paragraph 4 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

## **ARTICLE 10 CHANGES IN THE WORK**

### **10.1 Changes**

- A. *No Changes Without Authorization.* There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Paragraph 10, all Change Orders shall be prepared and issued by the Architect or District and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

### **11.1 SUPERVISION AND CONSTRUCTION PROCEDURES**

- A. **CONTRACTOR.** The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, the Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations.
- B. **SUPERVISION**
1. *Full Time Supervision.* Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during their progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in their absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District



representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind the Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, the Contractor shall give written notice to the District Representative and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of the District, unless a superintendent proves to be unsatisfactory to the Contractor and ceases to be in their employ, in which case, the Contractor shall notify the District and Architect in writing. The Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3. *Right to Remove.* The District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material supplier, or equipment supplier.

**11.2 Record Audit.** In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**11.3 Contractor's License.** The Contractor must possess throughout the Project a current and valid Class **B** and **C61/D12** Contractor's License, issued by the State of California.

**11.4 Contractor's Registration with 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. The new laws take effect on July 1, 2014. This Project is a public works project as defined in Labor Code section 1720. Contractor and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

Contractor and all Subcontractors performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. Contractor and Subcontractors 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) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website is <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all Subcontractors providing any work on the Project, are currently registered with DIR. If any Subcontractor is not registered with DIR throughout the Project, Contractor may be required to replace said Subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its Subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause.

The Contractor 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 agency, (iv) no state or 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 the applicable penalty). Contractor and all Subcontractors should carefully review the DIR website for all applicable requirements. Contractor shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements.

The Contractor and all Subcontractors shall furnish certified payroll records directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) at least monthly on forms provided by the Labor Commissioner/Division of Labor Standards Enforcement. The District, and/or the Labor Commissioner, at any time, may require Contractor to submit certified payroll records more often than the monthly requirement set forth herein. All certified payroll record submissions shall comply with the DIR requirements as set forth in Labor Code sections 1771.4 and 1776. Contractor and its Subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to State Labor Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement.

**11.5** The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Paragraph, or who creates safety hazards which jeopardize other persons and/or property.

**11.6** Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its Subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or Subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written District policies.

**11.7** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the District.

**11.8** The District and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

**11.9** This Agreement shall be governed by the laws of the State of California.

**11.10** This Agreement represents the entire Agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the District and the Contractor.

**11.11** This Contract shall be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the Party primarily responsible for drafting and preparation of this Contract), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof.

**11.12** Contractor, in the performance of this Contract, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the work and/or services to be provided under this Contract. Contractor shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Contractor's employees.

**11.13** If either Party becomes involved in litigation arising out of this Contract or the performance thereof, each Party shall bear its own litigation costs and expenses, including reasonable attorney's fees.

**11.14** All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. The parties agree that the terms of this Agreement shall be controlling over any of the terms contained within any attachments hereto.

**11.15** Any disputes or claims arising from or related to this Agreement or the Project shall be subject to the requirements set forth in Public Contract Code section 9204 which are hereby incorporated herein by reference.

## **ARTICLE 12 WARRANTY**

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the those warranties specified in the Specification requirements and supersedes this warranty provisions. Those warranties specified in the Specification shall supersede this warranty provisions.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a two (2) year period from date of Final Completion unless otherwise noted without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
2. In the event of failure of Contractor and/or Surety to commence with diligence said replacements or repairs within seven (7) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
3. If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by the District, District may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions the

District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantee provided in this Article or elsewhere in the Contract Documents.

4. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon Substantial Completion of the Project.
5. Nothing herein shall limit any other rights or remedies available to the District.

### **ARTICLE 13 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT**

Some of the requirements in the Plans and Specifications are meant to comply with the American's with Disabilities Act (ADA). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). The Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, the Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

Indemnification of ADA Claims. The Contractor shall indemnify, hold harmless and defend the District from ADA claims arising from the failure to comply with the Plans and Specifications. Further, any withholdings for ADA violations shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

### **ARTICLE 14 DEBARMENT**

#### **14.1 Debarment means there has been a finding that the Contractor is not responsible.**

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

#### **14.2 Board Finding**

The District may debar a Contractor if the Board, or the Board's delagatee, in its discretion, finds the Contractor has done any of the following:

- A. Intentionally or with reckless disregard, violated any term of the Contract with the District
- B. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform Work for the District;

- C. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- D. Made or submitted a false claim against the District or any other public entity.

### **14.3 Hearing**

*Presentation of Evidence.* If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advise the Contractor of the scheduled date for a debarment hearing before the District Board.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Contractor.

## **ARTICLE 15 COMPONENT PARTS OF THE CONTRACT**

The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

1. Notice Inviting Informal Bids and Instructions to Bidders
2. Request for Substitution
3. Bid Form
4. Bid Bond or Bid Guarantee Form (Security)

5. Non-Collusion Affidavit
6. Designated Subcontractors List
7. DIR Registration Verification
8. Site Visit Certification
9. Construction Services Agreement Form
10. Labor and Materials Payment Bond
11. Performance Bond
12. Insurance Documents & Endorsements
13. Workers' Compensation Certification
14. Drug-Free Workplace Certification
15. Contractor's Certificate Regarding Alcoholic Beverage & Tobacco-Free Campus Policy
16. Criminal Background Investigation/Fingerprinting Certification
17. Certificate of Substantial Completion
18. Warranty Guarantee Form
19. Addendum as issued
20. Attachment A- Drawings/Plans

All Addenda as Issued. All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CONTRACTOR

LA CAÑADA UNIFIED SCHOOL DISTRICT

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

\_\_\_\_\_  
**By: Mark Evans**  
Title: Associate superintendent of Business  
& Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's DIR Registration #

\_\_\_\_\_  
DIR Project ID#

**(CORPORATE SEAL)**

END OF DOCUMENT

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LA CAÑADA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to \_\_\_\_\_ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: **Bid # LCF 17/18-05; Repairs & Alterations to the Drainage System at the Football Field at La Cañada High School** (hereinafter referred to as the “Public Work”); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the La Cañada Unified School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work or improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee’s sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the “balance of the Contract price” (as hereinafter defined), and to pay and perform all obligations of

Bid # LCF 17/18-05, Repairs & Alterations to Drainage System at the Football Field

At La Cañada High School

La Cañada Unified School District

Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal. No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of the Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Contractor and Surety agree that if the Obligees are required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:



(Name and Address of Surety)

(Name and Address of agent or representative for service  
for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
---

STATE OF CALIFORNIA

)

) ss.

COUNTY OF

)

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

*NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.*

## **LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LA CAÑADA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: **Bid # LCF 17/18-05; Repairs & Alterations to the Drainage System at the Football Field at La Cañada High School** (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the La Cañada Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, 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 Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action 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, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above 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 the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative for service  
for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)  
) ss.

COUNTY OF

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of \_\_\_\_\_ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires:\_\_\_\_\_

**NOTE:** A copy of the power-of-attorney to local representatives of the bonding company must be attached here

## **INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the La Cañada Unified School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn:

---

Name

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Title

---

Department

---

Company

---

Street Address, City, State, Zip Code

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Telephone Number

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

Incidents and claims are to be reported to the insurer at:

Attn:

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Name

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Title

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Department

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Company

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Street Address, City, State, Zip Code

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Telephone Number

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street Address, City, State, Zip Code

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

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF DOCUMENT

## WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Trade Contractor's bid.

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Company's Name

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Authorized Representative Name

---

Signature

---

Date

---

Title

END OF DOCUMENT

## **DRUG-FREE WORKPLACE CERTIFICATION**

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. 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), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

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Company's Name

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Authorized Representative Name

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Signature

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Date

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Title



**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-  
FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “Alcoholic Beverage and Tobacco Use is Prohibited” and shall ensure that these signs are prominently displayed in all entrances to college property at all times.

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Company’s Name

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Authorized Representative Name

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Signature

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Date

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Title

END OF DOCUMENT

## CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

Project, **Bid # LCF 17/18-05; Repairs & Alterations to the Drainage System at the Football Field at La Cañada High School** between La Cañada Unified School District (the District or the Owner) and \_\_\_\_\_ (Contractor) (the Contract or the Project). This Project may involve work around or in the vicinity of minor students, pupils, or children (Minor Pupils), and therefore Contractor is required to submit this form to the District in compliance with Education Code section 45125.1 and other applicable law.

The undersigned does hereby certify to the Board of Trustees of the District that: (1) He/she is a representative of the Contractor, (2) He/she is familiar with the facts herein certified, (3) He/she is authorized and qualified to execute this certificate on behalf of the Contractor; and (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. Education Code. The Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of their subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice (DOJ) has determined (per the DOJ process for Applicant Agencies described more fully on their website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of the Contractor's employees and of all of their Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, the Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between the Contractor's employees and the District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, the Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and their subcontractors' employees is:

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

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

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

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

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title