



• UNION SCHOOL DISTRICT •

## **Invitation for Bid (IFB)**

**Bid No. 2526-09**

### **Districtwide Trash, Recycling, and Organic Waste Services**

RFI Due Date: March 5, 2026, at 11:00:00 AM

District RFI Response (Via Addendum) Date: March 11, 2026

Bid Opening Date: Thursday, March 18, 2026, at 11:00:00 AM  
Del Mar Union School District, 11232 El Camino Real, San Diego, CA 92130

**DMUSD CONTACT:**

**Marley Nelms, Director of Business Support Services (858) 523-6191, FAX: (858) 755-4361**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

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**\*\* MUST BE COMPLETED AND RETURNED FOR BID OPENING. THE REST OF THE BID PACKAGE SHOULD BE KEPT FOR YOUR INFORMATION.**

## NOTICE INVITING BIDS

### BID 2526-09 Districtwide Trash, Recycling, and Organic Waste Services

**NOTICE IS HEREBY GIVEN** that the Del Mar Union School District of San Diego County, California (“District”), acting by and through its Board of Education (“Board”), will receive up to but not later than **11:00:00 AM, March 18, 2026**, sealed bids for the award of a contract for:

### BID 2526-09 Districtwide Trash, Recycling, and Organic Waste Services

Each bid must conform and be responsive to the bid documents. All interested parties may obtain bid documents from Marley Nelms via email request to [mnelms@dmusd.org](mailto:mnelms@dmusd.org).

Bids shall be received **Attention Marley Nelms, Business Support Services department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130**. Responses must be sealed and clearly marked **“BID 2526-09 Districtwide Trash, Recycling, and Organic Waste Services”** Facsimile or electronic copies of the bid will not be accepted. It is the bidder’s responsibility to ensure its bid is received by the date and time specified above. Any bid received in the Business Support Services Department after this date and time shall be deemed non-responsive and returned to the proposer unopened.

Specifications may be examined and obtained at no charge from the District’s webpage: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>

All questions and requests for information (RFI) regarding this BID must be emailed to [mnelms@dmusd.org](mailto:mnelms@dmusd.org) no later than March 5, 2026, by 11:00AM PST. Responses to questions will be posted to the District website on March 11, 2026. It is the responsibility of the bidder to check the website for Addenda.

Services must be fully compliant with all applicable laws, policies, regulations, and requirements including District, City of Del Mar, City of San Diego, County of San Diego, State of California, and Federal. Each bid must be responsive to this Invitation for Bid (IFB), and all other documents comprising the pertinent Contract Documents.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The District shall award to the lowest bidder and act as the sole judge as to the merit and qualifications of the services offered. The District reserves the right to reject any and all bids or to waive irregularities in any bid.

**QUICK REFERENCE PAGE**

**Bid Number.....2526-09**

**Bid Name.....Districtwide Trash, Recycling, and Organic Waste Services**

**Publication of Notice.....Feb. 24, 2026**

**Deadline for Questions or Inquiries (RFI).....March 5, 2026, by 11:00AM**

**Submit Questions (Subject: "RFI BID 2526-09") to.....mnelms@dmusd.org**

**Response to RFI by District via Addendum.....March 11, 2026**

**Bid Deadline.....March 18, 2026, by 11:00:00AM**

**Estimated Board Award.....April 22, 2026**

**Estimated Contract Start Date.....May 1, 2026**

**\*\*All dates subject to change at district discretion**

## INSTRUCTIONS FOR BIDDERS

1. **Securing Bid Documents.** Bid documents and Addenda can be downloaded from the district website: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>
  
2. **Preparation of Bid Documents.** The District invites bids in accordance with the following instructions:
  - a. Bids shall be made upon the forms therefore obtained from the district and properly executed. In the case where additional pages are needed to supply the information requested, bidders may submit additional sheets as necessary. Bid documents can be written in ink, type-written, or via a word processing or other software program. Bids are to be verified, as they cannot be corrected after they are opened. The signature of all persons signed shall be in longhand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the Bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
  
  - b. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that per pick up cost is reflected in the Bid. No allowance will be made because of lack of such examination or knowledge.
  
  - c. All proposed prices must include all costs including, but not limited to, uncontrollable costs; for example: labor cost, container cost, and utility cost.
  
  - d. No bid shall include California sales or use tax, or Federal excise tax.
  
  - h. Additional fuel surcharges on invoices will not be accepted.
  
  - i. The bidder shall plainly and clearly mark the outside of the envelope with the bidder's name, address, telephone number, and the bid package for which the bid is submitted. No other information shall be apparent on the outside of the envelope. The District may reject any bid if the outside of the envelope is improperly or incompletely marked. The sealed bid envelop must contain: **two (2) hard copies of the bid submission and one (1) electronic version on USB thumb drive.** The bid may be delivered via U.S. Mail, FedEx, UPS, in person delivery to: **Del Mar Union School District, Attn: Business Services, 11232 El Camino Real, San Diego, CA 92130**, or its representative, at its office on or before the day and hour set for the opening of bids in the Notice Inviting Bids published in the Daily Transcript, San Diego. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. The bidder shall plainly and clearly mark the outside of the envelope with the bidder's name, address, telephone number, and the bid package for which the bid is submitted. No other information shall be apparent on the outside of the envelope. The District may reject any bid if the outside of the envelope is improperly or incompletely marked.
  
  - j. The district reserves the right to reject any bid which imposes conditions, or terms which are not specific in the original BID document.

3. **Addenda or Bulletins.** Any addenda or bulletins issued by Del Mar Union School District during the bid preparation time shall be covered in the BID and shall be made part of the Contract documents.
4. **Review of Plans and Specifications.** Each bidder, at its own expense and prior to submitting its bid, shall thoroughly review and become familiar with all of the plans and specifications for the Project. A bidder is required to review the plans and specifications only in its capacity as a contractor, not as a licensed design professional. Each bidder must report to the District any errors or omissions in the plans and specifications revealed through such review.
5. **Examination of Contract Documents.** These Instructions for Bidders do not constitute a comprehensive statement of all requirements applicable to the Project; therefore, each bidder shall thoroughly examine and become familiar with the scope of work, specifications, form of agreement, all required forms, insurance endorsements and other “Contract Documents” defined in the Form of Agreement. A bidder’s failure to obtain and/or thoroughly examine any scope of work, specification, form, instrument, addendum or other contract document, or to visit the site and become acquainted with conditions there-existing, shall not relieve the bidder from any obligations with respect to its bid or the contract. The submission of a bid shall be taken as a representation and warranty by the bidder that it has complied with the requirements of this Section. At no time after submitting a bid may the bidder dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done in connection with the Project.
6. **Interpretation of Contract Documents.** If a bidder is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from the scope of work, specifications, the bidder may submit to the District a written request for an interpretation or correction thereof. The bidder submitting the request shall be responsible for its prompt delivery. Prior to the opening of bids, interpretations or corrections of the Contract Documents will be made only by addendum. Copies of each addendum will be posted to the district website: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>. No person is authorized to provide any oral interpretation of any provision in the Contract Documents, and no oral interpretation shall be binding on the District. If discrepancies in or conflicts between the scope of work and specifications are not addressed in any addenda, the bidder shall include in its bid the methods of service and/or materials resulting in the bid amount.
7. **Agreement.** The Agreement form which the successful bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The complete contract consists of all of the documents within this BID as well as the BID submitted by the Respondent. All of the documents are intended to cooperate and be complementary. In the case where a BID has terms and/or conditions that contradict any term or condition within the District’s BID package, the terms and conditions contained in the District’s BID package shall take precedence. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the Contract.
8. **Ethics in Bidding.** The District expects each bidder to maintain high ethical standards with respect to bidding on the Project. Prior to the award of a contract for the Project, no bidder shall disclose the amount of any prospective subcontractor’s bid or proposal, or any element thereof, to any other prospective subcontractor. Bidders shall not engage in or permit the unethical and unfair practices commonly referred to as bid shopping (e.g., the bidder uses a subcontractor’s proposal in attempts to obtain a lower-cost proposal from another subcontractor) and bid peddling (e.g., a subcontractor attempts to obtain a job by offering to work for less than the amount specified in another subcontractor’s proposal). If the District determines prior to opening of bids that any bidder has violated any of the foregoing requirements or any other prohibitions set forth in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*), the District may reject the bidder’s bid as non-responsive and report the bidder’s actions to the Contractors State License Board.
9. **Contractor Licensing & Experience.** Each bidder must be properly licensed in the State of California and “in good standing” at the time of submitting its bid to the District. Failure to satisfy this requirement shall result in the bidder being deemed non-responsive and the bidder will be disqualified from work on the Project. Each bidder shall have been in business in the appropriate fields for the past (5) five years.
10. **Use of Bid Forms is Mandatory.** Each bid must be submitted on the Bid Forms included in the bid documents.

Changes in or additions to the Bid Form, recapitulations of the work for which the bid is submitted, alternative proposals, and other modifications of the Bid Form or any of the documents to be submitted with the bid are prohibited unless specifically called for in the Contract Documents.

11. **Correcting the Bid.** Bids may contain an erasure, interlineation, or other correction only if the correction does not result in any inconsistency or ambiguity and the correction is authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid. Bids shall be reported in numerals. Illegible bid amount submissions may not be considered.
  - (a) **Mandatory Forms to Include in Bid.** Each bidder shall complete and submit with its Bid Form each of the forms specified on the bid form, which are included in the bid documents. A bidder's failure to properly complete and submit any such mandatory form may render the bidder's bid non-responsive to the Notice Inviting Bids.
12. **Signing the Bid and Other Required Forms.** All bid documents requiring an original signature of the bidder must be signed in permanent, preferably blue, ink by a person or persons duly authorized to sign the document. The District may reject as non-responsive any Bid Form containing a stamped or mechanically-printed signature. Depending on whether the bidder is an individual or the type of business entity, signatures must comply with the following:
  - a) **Corporations:** If bidder is a corporation, each document shall set forth the legal name of the corporation and shall be signed by both the bidder's President and the bidder's Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed to the document if the bidder has included with its bid a certified copy of the resolution of the corporate board of directors authorizing such officers or agents to sign the document. Such documents shall include the title of each such signatory below the signature and shall bear the corporate seal.
  - b) **Limited Liability Companies:** If bidder is a limited liability company, each document shall set forth the true name of the company and the names of all members of the company, and all such members shall sign the document. Alternatively, the document may be signed by a managing member of the company if the bidder has included in its bid a certified copy of a statement of the limited liability company acknowledging the signatory as a managing member with authority to sign the document.
  - c) **Partnerships:** If bidder is a partnership of any type, each document shall set forth the true name of the partnership and the names of all persons comprising the partnership, and all such persons shall sign the document. Alternatively, the document may be signed by a general partner of the partnership if the bidder has included in its bid a certified copy of a statement of the partnership acknowledging the signatory as a general partner with authority to sign the document.
  - d) **Sole Proprietorships:** If the bidder is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the bidder has included in the bid a certified copy of a current and valid power-of-attorney authorizing the agent to sign the document.
  - e) **Fictitious Names and Joint Ventures:** If the bidder is an entity using a fictitious business name or a joint venture of two or more other parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations and partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block. Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.
13. **Sealing and Marking the Bid.** The completed Bid Form and all additional documents and other materials to be submitted with the bid in accordance with the Contract Documents shall be **enclosed in a sealed envelope**. The bidder shall plainly and clearly mark the outside of the envelope with the bidder's name, address, telephone number, and the bid package for which the bid is submitted. No other information shall be apparent on the outside of the envelope. The District may reject any bid if the outside of the envelope is improperly or incompletely marked.
14. **Faxed and Electronic Mail Bids.** All bids must be under sealed cover. District **will not accept** any bid or bid

modification submitted by facsimile or electronic mail transmission.

15. **Delivering the Bid.** For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the “Bid Deadline” shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension thereto. Bids shall be received **Attention Marley Nelms, Business Support Services department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130.** Responses must be sealed and clearly marked “**BID 2526-09 Districtwide Trash, Recycling, and Organic Waste Services**” Facsimile or electronic copies of the bid will not be accepted. It is the bidder’s responsibility to ensure its bid is received by the date and time specified above. Any bid received in the Business Services department after this date and time shall be deemed non-responsive and returned to the proposer unopened.

Bids must be delivered to and received by the District at: **Del Mar Union School District, 11232 El Camino Real, San Diego, CA 92130** by the Bid Deadline. The clock located in the District Office is designated as the official clock for bidding purposes shall be used in determining whether bids have been timely delivered and received by the District. Each bidder is solely responsible for ensuring that its bid is timely delivered to and received by the District. Any bid received by the District after the Bid Deadline will be returned to the bidder unopened.

16. **Interest in More Than One Bid and Unqualified Bidders.** No person or entity shall submit or have any interest in more than one prime bid for the same work except to the extent the bid documents expressly call for alternate bids. The District will not accept more than one bid for the same work from any person or entity, under the same or different names. A reasonable belief by the District that any person or entity has an interest in more than one bid or has submitted more than one bid for the same work on the Project may result in the District rejecting all bids in which the bidder has an interest. A person or entity that has submitted a sub-bid or proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-bid or proposal to other bidders, but the person, firm or corporation is prohibited from submitting a prime bid for the same bid category. The District will not accept any combination bids unless expressly permitted in the bid documents. No person or business entity that has participated in the preparation of any contract specifications shall be permitted to bid on the Project, and any such bid received by the District shall be deemed non-responsive.
17. **Modifying a Bid.** Prior to the Bid Deadline, a bidder may modify its bid by submitting the written modification to the District, in a sealed envelope, which must be received by the District not later than the Bid Deadline. The envelope shall be marked in the same manner as provided in these Instructions For Bidders for the original bid, but shall also include the words “Bid Modification” on the outside of the envelope. The District may reject any modified bid if the modification is not received by the District prior to the Bid Deadline or if it creates an ambiguity or inconsistency, including, without limitation, if the modified bid is unintelligible. In lieu of submitting a modification, a bidder may withdraw its original bid in accordance with these Instructions For Bidders and submit a new bid for the Project, in which case the outside of the sealed envelope shall be marked with the words “Superseding Bid” in addition to the other required information. The bidder must submit any modification or superseding bid in writing to the District via personal or other delivery. The District will not accept oral modifications or superseding bids, and will not accept any modifications or superseding bids sent via facsimile or electronic transmission. Any modification or superseding bid must be delivered to and received by the District prior to the Bid Deadline.
18. **Withdrawing a Bid.** A bidder may withdraw its bid at any time **prior to the Bid Deadline**, either personally or by written request received by the District prior to the Bid Deadline. In such event, the District shall return the withdrawing bidder’s bid security upon request. Except as provided in Public Contract Code Section 5100 *et seq.*, in no event may a bidder withdraw its bid during the period after opening of bids that is specified in the Notice Inviting Bids.
19. **District Waiver of Bid Irregularities.** The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding.
20. **District Rejection of Irregular Bids.** The District will reject as non-responsive to the Notice Inviting Bids any bids containing irregularities that are not minor irregularities, including, by way of example and not as a limitation, bids that are materially incomplete, bids submitted on forms that have been materially altered, and bids that include any additions or conditional or alternate bids not called for or permitted in the bid

documents. In addition, the District may reject as non-responsive to the Notice Inviting Bids any bid in which the bid amounts are obviously unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

21. **District Rejection of Non-Responsive Bids.** If a bid fails to conform to requirements set forth in the Notice Inviting Bids, these Instructions For Bidders, or any of the other Contract Documents (including, without limitation, if the District determines that the bid is unintelligible, internally inconsistent, or ambiguous), the District may reject the bid as not responsive to the Notice Inviting Bids. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.
22. **Basis of Award.** The district shall award the contract to the lowest responsible bidder submitting a responsive bid. The district may reject any bid, which, in its opinion, when compared to other bids received or to the district's internal estimates, does not accurately reflect the cost to perform the work. The district may reject as non-responsive any bid, which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.
23. **District Award or Rejection of Bids.** Once all bids are opened and reviewed to determine the lowest responsive and responsible bidder, the district may award the contract. The apparent successful bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements. Once the district notifies the bidder of the award, the bidder will have ten (10) consecutive calendar days from the date of this notification to execute the contract and supply the district with all of the required documents and certifications. Regardless of whether the bidder supplies the required documents and certifications in a timely manner, the contract time will begin to run ten (10) calendar days from the date of the notification. Once the district receives all of the properly drafted and executed documents and certifications from the bidder, the district may issue a Notice to Proceed to that bidder.

The Del Mar Union School District, however, reserves the right to reject any/or all bids if the district determines that it would be in its best interest to cancel the solicitation, to accept or reject any one or more items of a bid, and to waive any informality or irregularity in the bid(s) or in the bidding process. If a bid fails to conform to requirements set forth in the Notice to Bidders, or any of the other contract documents (including, without limitation, if the district determines that the bid is unintelligible, internally inconsistent, or ambiguous), the district may reject the bid as not responsive to the Notice to Bidders. The district may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

24. **Filing Bid Protests.** A bidder may protest the bidding process, another bid and/or the intended award of a contract for the Project only by filing a written protest with the District's Deputy Superintendent of Business Services in accordance with the procedures set forth in this Section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail (e-mail). In order for a protest to be valid and be considered by the District the protest must:
  - (a) be filed not later than 4:00 p.m. on the fifth business day following the opening of bids
  - (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest;
  - (c) clearly identify the specific bidding process, bid, or award of contract being protested;
  - (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof;
  - (e) clearly identify all references to the specific portions of all documents relevant to the protest;
  - (f) clearly identify and describe in detail all arguments in support of the protest, including, not as a limitation, citations to all legal authorities; and
  - (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District will reject the protest as invalid. If a bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended

despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the Project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the Project.

25. **Subcontractor Eligibility and Licensing.** The bidder to which the District awards a contract shall in no event permit a subcontractor to perform any work in connection with the contract.
26. **Workers' Compensation.** In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents.

27. **Criminal-History Background Checks.** Education Code section 45125.1, subdivision (a), requires that entities under contract with the District shall ensure that each employee who interacts with a student outside the immediate supervision and control of the student's parent or guardian, or of a District employee, shall have a valid criminal records summary as described in Education Code section 44237. Education Code section 45125.1, subdivision (c), authorizes the District to require compliance with the foregoing requirements with respect to employees in addition to those within the scope of Education Code section 45125.1, subdivision (a). Therefore, the Consultant and its Sub-Consultants shall comply in all respects with the requirements of Education Code section 45125.1. To the greatest extent permitted by law, the District may impose other requirement designed to protect students in connection with the performance of the Scope of Services. Any Consultant that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1.
28. **Storm Water Management.** Contractor shall comply with the lawful requirements of the District, the State of California, and all applicable municipalities and local agencies regarding discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
29. **Anti-Discrimination Policy.** It is a policy of the District that, in connection with any work performed under contract, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. No bidder shall discriminate in violation of applicable law in preparing and submitting its bid for the Project. The bidder to which the District awards a contract for the Project will be required to comply with applicable federal and California laws prohibiting such discrimination and to require like compliance by any subcontractors employed on the Project by such bidder.
30. **Execution of Contract.** As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.
31. **Gratuities.** Bidders shall not provide, offer, imply, or otherwise extend any gratuities, including cash gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

32. **IRS Requirements.** The District shall view the legal position of the bidder as an “independent contractor” and that all persons employed to furnish services are employees of the bidder and not of the District.
- a) The District shall not be liable for any of the contractor’s acts or omissions performed under the contract to which the bidder party.
  - b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form will be sent to the successful bidder with the Agreement, Performance and Payment Bond and is to be returned with same.

**END OF INSTRUCTIONS FOR BIDDERS///**

**ATTACHMENT A**  
**Information Required of Bidder**

**1. Firm name, address & contact information**

Firm Name: \_\_\_\_\_ D/B/A: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**2. Contact for this BID**

Telephone # for service: \_\_\_\_\_

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

Website URL Address: \_\_\_\_\_

**3. Firm Type: (Check one)**

Individual Partnership Corporation

Subsidiary Government Entity

Limited Liability Company

Partnership

Sole Proprietorship

Other (please specify): \_\_\_\_\_

**4. W-9 Tax ID Form**

Required to be attached to Attachment A

**5. Please list any applicable certifications and licenses and the associated numbers.**

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

**6. Have you or any of your principals ever conducted similar services under a different name or certification or different license number? (Yes or No): \_\_\_\_\_**

If yes, give firm name, address and certification or license number:

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

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

License No. (in any) \_\_\_\_\_

**7. How many years of experiences does your firm have providing similar services? \_\_\_\_\_**

**8. Will your firm comply with all District, local, State and Federal legal requirements, policies, rules, regulations and laws? \_\_\_\_\_**

**9. Does your firm offer the following (required) services:**

Trash (Waste) Services: (YES or NO) \_\_\_\_\_

Recycling Services: (YES or NO) \_\_\_\_\_

Organic Waste Services: (YES or NO) \_\_\_\_\_

**ATTACHMENT B**  
**BASE BID PRICE SHEET RESPONSE FORM**  
**Bid No. 2526-09**

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

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

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

\_\_\_\_\_

Business Telephone: (\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_) \_\_\_\_\_

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

**Acknowledgement of Addenda \_\_, \_\_, \_\_, \_\_**

TO: Del Mar Union School District, acting by and through its Governing Board, herein called the "Owner:"

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required and with all in strict conformity with the specifications and other contract documents, including addenda, if any for the following project:  
**Bid No. 2526-09 Districtwide Trash, Recycling, and Organic Waste Services.**

2. The Base Bid represents the cost to take over current waste and recycling services based on the pricing bidders supply in the **"DEL MAR UNION SCHOOL DISTRICT BID 2526-09 DISTRICTWIDE TRASH, RECYCLING, AND ORGANIC WASTE SERVICES BID PRICE SHEET RESPONSE FORM"**

At a minimum, Bidders must submit a bid based on the bid price form specifications using the data provided on the attached **"BASE BID PRICE SHEET RESPONSE FORM."** It is presumed that the successful bidder will start the program by providing the District with existing levels of service specified in the Scope of Work.

The prices quoted on the BASE BID PRICE SHEET RESPONSE FORM will represent the entire cost to perform the services based on the District specifications; this includes all fees, permits, taxes, and any other costs, including fuel surcharges associated with performing the services in accordance with performing the services in accordance with this contract. Bidders should assume, at a minimum, that if the District selects a Bid based entirely on the district's current service level specifications that all costs associated with providing this service will be identified on the BASE BID PRICE SHEET RESPONSE FORM.

3. District reserves the right to award as deemed to be in the best interest of the district. The District may award any one or more items of this bid and in any combination to one or more contractors as deemed to be in the best interested of the District.
3. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
4. The required list of References is hereto attached.
5. The Contractor's Statement for Maintaining a Drug-Free Workplace is hereto attached.
7. The Contractor's Certificate Regarding Worker's Compensation is hereto attached.
8. The Noncollusion Affidavit is hereto attached.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the Owner's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

10. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

11. \_\_\_\_\_  
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. This agreement shall supersede any prior agreement of the parties.

Contractor agrees to maintain all licenses and permits required by law to perform all services associated with this contract. Failure to maintain licenses and permits shall be considered a breach of contract and may be cause for immediate termination.

Contractor agrees to abide by all Federal, State of California, County of San Diego, and the city of Del Mar, as it pertains to any laws and regulations that apply to this contract.

\_\_\_\_\_

12. Term and Renewal. Term date for the initial contract is one (1) year with option to renew annually in (1) year extensions, not to exceed a total contract term of five (5) years. The annual renewal rate adjustment for up to four (4) one-year extension periods and may not exceed the annual percentage change in the California Consumer Price Index for San Diego (CCPI). <https://www.dir.ca.gov.oprf/capriceindex.htm>

13. Schedule. Pick up schedule is estimated based upon current services and runs August through May; schedule adjustments may be required during June, July and August. The district will notify the contractor of specific changes in pick up schedules.

Please note that school containers will require locking bins and drivers are to carry district provided keys as applicable.

Drivers to carry keys for all appropriate school district access gates to campuses as applicable. The keys will be provided by the district if applicable.

**DEL MAR UNION SCHOOL DISTRICT BID 2526-09 DISTRICTWIDE TRASH, RECYCLING, AND ORGANIC WASTE SERVICE**

**BID PRICE SHEET RESPONSE FORM**

SCHOOL	LOCATION	MATERIAL	QTY	SIZE	ESTIMATED FREQUENCY/LIFT \$/WEEK	COST PER BIN PICK UP / LIFT
ASHLEY FALLS SCHOOL	13030 ASHLEY FALLS DR., SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		RECYCLE CART	8	95/98 GAL	8X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
SYCAMORE RIDGE3 SCHOOL	5333 OLD CARMEL VALLEY RD., SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		RECYCLE CART	5	95/98 GAL	5X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
CARMEL DEL MAR SCHOOL	12345 CARMEL PARK DR., SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		RECYCLE CART	5	95/98 GAL	5X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
OCEAN AIR SCHOOL	11444 CANTER HEIGHTS DR., SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		RECYCLE CART	8	95/98 GAL	8X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
TORREY HILLS SCHOOLS	10830 CALLE MAR DE MARIPOSA, SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		RECYCLE CART	9	95/98 GAL	9X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
SAGE CANYON SCHOOL	5290 HARVEST RUN DR., SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		RECYCLE CART	9	95/98 GAL	9X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
PACIFIC SKY SCHOOL	6631 SOLTERRA VISTA PARKWAY, SAN DIEGO CA 92130	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	2	4 CU YD	4X WEEK	\$
		MIXED ORGANICS	2	95/98 GAL	2X WEEK	\$

DEL MAR HEIGHTS SCHOOL	13585 BOQUITA DR., SAN DIEGO CA 92014	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
DEL MAR HILLS ACADEMY	14085 MANGO DR., SAN DIEGO CA 92014	WASTE CONTAINER	1	4 CU YD	5X WEEK	\$
		RECYCLE CONTAINER	1	4 CU YD	1X WEEK	\$
		MIXED ORGANICS	1	95/98 GAL	1X WEEK	\$
MAINTENANCE OFFICE	11189 SORRENTO VALLEY RD. STE 100, SAN DIEGO CA 92130	WASTE CONTAINER	1	40 CU YD	1X (AS NEEDED)	\$
<b>TOTAL:</b>						\$

<b>UNSCHEDULED / EXTRA PICKUPS</b>		WASTE CONTAINER	1	4 CU YD	AS NEEDED	\$
		RECYCLE CONTAINER	1	4 CU YD	AS NEEDED	\$
		RECYCLE CART	1	95/98 GAL	AS NEEDED	\$
		MIXED ORGANICS	1	95/98 GAL	AS NEEDED	\$
		WASTE CONTAINER	1	40 CU YD	AS NEEDED	\$
<b>BUY BACK RATE PER TON:</b>		<b>COMMINGLED RECYCLING RATE:</b>				\$

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

DISTRICT:

Del Mar Union School District

By \_\_\_\_\_

Its \_\_\_\_\_

Board: \_\_\_\_\_

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

**END OF BID FORM///**

# ATTACHMENT C

## REFERENCES

Bid No. 2526-09

**Contractor must provide references for at least three (3) clients for whom you have provided similar services within the last three (3) years. References must be from a California school district or municipality.**

1) Company/Entity: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_  
Job/Project: \_\_\_\_\_ Date: \_\_\_\_\_

2) Company/Entity: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_  
Job/Project: \_\_\_\_\_ Date: \_\_\_\_\_

3) Company/Entity: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_  
Job/Project: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**  
**CONTRACTOR'S STATEMENT REGARDING**  
**MAINTAINING A DRUG FREE WORKPLACE**  
**Bid No. 2526-09**

***Del Mar Union School District Policy 4004 in relevant part provides:***

This Board Policy is adopted pursuant to the federal Drug-Free Workplace Act of 1988, the federal Drug-Free Schools and Communities Act Amendments of 1989, and the California Drug-Free Workplace Act of 1990. It is the policy of the District that all its workplaces and facilities be drug and alcohol free.

The unlawful manufacture, distribution, dispensation, possession, or use of any alcohol beverage, drug or controlled substance in any workplace or facility of the District is strictly prohibited. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

All employees must notify the Superintendent in writing within five (5) days of any drug or alcohol statute conviction for a violation occurring in any workplace or facility of the District. A conviction includes any finding of guilt, including a no contest pleas, or imposition of a sentence. Any employee who is convicted of such a violation will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

Each District consultant, contractor and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's, contractor's, or vendor's own place of business and if so, shall briefly describe it in writing to District officials.

If awarded contract for above referenced bid, contractor agrees to comply with Del Mar Union School District Board Policy 4020 as detailed above.

---

**In accordance with the above, the following must be signed  
and filed with the awarding body as part of the bid package.**

---

*Business name:* \_\_\_\_\_

*Does*\_\_\_\_\_ *Does not*\_\_\_\_\_ *Have a policy or procedure for maintaining a drug free workplace at their own place of business.*

\_\_\_\_\_ *Attached is a copy of such policy or procedure or*

\_\_\_\_\_ *Following is a brief description of such policy or procedure:*

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

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

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

**ATTACHMENT E**  
**CONTRACTOR'S CERTIFICATE REGARDING**  
**WORKERS' COMPENSATION**  
**Bid No. 2526-09**

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Labor Code section 3700, for the duration of any business activities conducted for which this license is issued.
  
- I have and will maintain workers' compensation insurance, as required by Labor Code section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Labor Code section 3700.

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

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

**Warning: Failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines, in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest, and attorney's fees.**

**ATTACHMENT F**  
**NONCOLLUSION DECLARATION**  
Bid No. 2526-09

State of California            )  
  )  
County of \_\_\_\_\_)

I, \_\_\_\_\_ declare as follows:

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

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

\_\_\_\_\_  
Proper Name of Bidder / Company Name

\_\_\_\_\_  
*Signature of Authorized Agent/Officer*

\_\_\_\_\_  
Date

**ATTACHMENT G**  
**CALIFORNIA AIR RESOURCES BOARD COMPLIANCE FORM**  
**Bid No. 2526-09**

**This form must be submitted with the bid proposal at due date and time established in bidding documents or the bid may be rejected as nonresponsive.**

The California Air Resources Board (“CARB”) has implemented regulations for the use of certain vehicles on public works projects. For any project awarded after January 1, 2024, and under the regulations (see Cal. Code Regs., tit. 13, § 2449), the Del Mar Union School District (“District”) must obtain valid **Certificates of Reported Compliance (“CRC”)** from all contractors and listed subcontractors before awarding a project. The District will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to review by the CARB upon five calendar days' notice.

**In addition to this Form, the foregoing CRCs are also required at time of bid submittal and must be included with bid proposal by the stated bid due date & time. Proof of bidder and subcontractor certification must be attached to this page at the time of bid submittal.**

The ARB Diesel Off-road Online Reporting System (DOORS) reporting system is where bidders may obtain Certificates of Reported Compliance: [DOORS \(ca.gov\)](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements). There is also an additional website that provides bidders with more information on the regulation along with FAQs and user guides. The website if the Off-Road Zone: <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

Please also see the following:

[Fact Sheet: Contracting Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)

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

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

[Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements>

Project Name \_\_\_\_\_

Bidder Acknowledges CARB Compliance requirements \_\_\_\_\_

Name & Title of Bidder: \_\_\_\_\_

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

**ATTACHMENT H**  
**DEL MAR UNION SCHOOL DISTRICT**  
**BID NO. 2526-09**  
**AGREEMENT FORM**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the Del Mar Union School District (“District”), a California public school district, and \_\_\_\_\_ (“Contractor”). The District and the Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

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

**Section 1. Scope of Work:** As previously indicated, the bid contract will be for Districtwide Trash, Recycling, and Organic Waste Services. Detailed specifications are included in the plans which will be incorporated herein by reference.

**Section 2. Component Parts of the Contract:** The Contract is composed of all of the documents specified below in the Section (“Contract Documents”), each of which is hereby incorporated as an operative and effective part of the Contract. The Parties intend that the Contract Documents are and shall be complementary and an integrated whole. Any requirement set forth in one Contract Document, but not in one or more of the others, shall be interpreted as if set forth in or applicable to all. The Contract consists of the following Contract Documents:

- Notice Inviting Bids
- Information for Bidders
- Bid Price Sheet Response Form
- References
- Contractor’s Statement for Maintaining A Drug-Free Workplace
- Contractor’s Certification Regarding Workers’ Compensation
- Noncollusion Declaration
- California Air Resources Board (CARB) Certificate Agreement
- Certification of Employee Background
- Special Conditions
- Scope of Work & Specifications
- General Conditions (Articles)
- Addendum(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, as issued

**Section 3. Provisions Required by Law:** Each and every provision required by law to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision is not included or incorporated into the Contract Documents in accordance with law, or is not correctly included or incorporated, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

**Section 4. Third Party Beneficiaries:** Except to the extent provided by law (e.g., requirements for payment of prevailing wages to workers on the Project), no party other than the Parties may claim or assert any right or benefit arising from this Agreement or the Contract of which this Agreement is a part. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any law intended to benefit that third party (“Required Provision”). Provisions included in the Contract Documents that relate to or permissibly expand on any Required Provision, but are not necessary for compliance with the law providing for the Required Provision, are to be construed as being included in the Contract for the convenience of the Parties, and shall in no event be construed as benefiting any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

**Section 5. Governing Law and Venue:** The Contract of which this Agreement is a part shall be governed by the laws of the State of California. Any action, arbitration or other proceeding arising from the Contract shall be initiated and conducted only in the County of San Diego, California.

**Section 6. Entire Agreement:** The Contract as defined in Section 1 of this Agreement, and as may be amended in accordance with the Contract Documents, constitutes the entire understanding and agreement of the Parties with respect to the Scope of Work described in Section 1 of this Agreement. The Contract supersedes and replaces all other oral or written agreements, understandings, negotiations, or discussions.

**Section 7. Due Authority of Signatories:** Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

**END OF PAGE///**

In witness whereof, each Party has executed this Agreement by and through signature of its duly-authorized representative as set forth below.

CONTRACTOR:

\_\_\_\_\_

License No. (as applicable) \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

DISTRICT:

Del Mar Union School District

By \_\_\_\_\_

Marisa Janicek

Title Superintendent \_\_\_\_\_

Date \_\_\_\_\_

Governing Board Date: \_\_\_\_\_

**END OF AGREEMENT FORM///**

## CERTIFICATION OF EMPLOYEE BACKGROUND

Concerning Department of Justice (DOJ) Fingerprint and Criminal Background  
Investigation Requirements of Education Code (EC) Section 45125.1 *et seq.*

To: Del Mar Union School District  
Attn: Marley Nelms  
11232 El Camino Real  
San Diego, California 92130  
Email: [mnelms@dmusd.org](mailto:mnelms@dmusd.org)

Vendor: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_

With respect to the  Agreement  Proposal dated \_\_\_\_\_ between the **Del Mar Union School District ("District")** and the individual, company, or contractor named above ("**Vendor**") for provision of \_\_\_\_\_ services.

*Please check all appropriate boxes and sign below:*

### REQUIREMENTS SATISFIED

- A) The Vendor certifies to the District that it has completed the criminal background check requirements of EC 45125.1 and that none of its employees that may come into contact with, or interact with, District students have been convicted of a felony.  
**ORI #** \_\_\_\_\_

*List or attach names of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.*

Employee	Employee	Employee

### WAIVER REQUEST

- B) **FOR CONSTRUCTION OR REPAIR CONTRACTS ONLY.** The Vendor seeks a waiver of the DOJ fingerprint & criminal background investigation permitted by EC section 45125.1. Vendor acknowledges that the District may approve or reject any waiver request in its sole discretion. Vendor and its employees will have more than LIMITED CONTACT with pupils but will ensure that one (1) or more of the following are utilized to protect pupil safety. [EC 45125.2(a)].

**Check all methods to be used:**

- 1) Installation of a physical barrier at the worksite to limit contact with students.
- 2) Continual supervision and monitoring of all employees of the Vendor by an employee of the Vendor, who has complied with EC section 45125.1: \_\_\_\_\_ (employee name).
- C) **FOR ANY CONTRACT INCLUDING CONSTRUCTION OR REPAIR CONTRACTS.**
- 1) Surveillance of employees of the Vendor by school personnel: \_\_\_\_\_  
(District employee name to be filled in by District).
- 2) The services provided by the Vendor are for an "emergency or exceptional situation" per EC 45125.1(b) or EC 45125.2(d).

**I certify under penalty of perjury that the information contained in this Certification and any attachment is true and correct. I understand that it is Vendor's sole responsibility to provide the District with any subsequent arrest and conviction information it receives throughout the duration of the contract between the District and Vendor.**

Print or type name and title of CERTIFYING AUTHORITY: \_\_\_\_\_

Signature of CERTIFYING AUTHORITY: \_\_\_\_\_ Date: \_\_\_\_\_

# SPECIAL CONDITIONS

## Bid No. 2526-09

**A. Time of Performance.** The work shall be commenced on the date stated in the Owner’s Notice to the Contractor to Proceed. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions.)

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

1. The anticipated award of contract is April 22, 2026, to be awarded by the Board of Governors
2. Anticipated commencement of work will be May 1, 2026. All work to be completed between May 1, 2026 and June 30, 2027.

**B. Scope of Work.** Referenced in Exhibit “A”

**C. Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages provision established in Article 6 of the General Conditions is seven hundred fifty dollars (\$500.00) per day for each calendar date completion is delayed.

**D. Documents Furnished.** The number of copies of specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1).

**E. Insurance.** As provided in General Conditions, Contractor procures and maintains and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

**Comprehensive General Liability Insurance.**

with a combined single limit per occurrence of not less than.....	\$1,000,000
Aggregate.....	\$2,000,000

OR

**Commercial General Liability and Property Damage Insurance**

(Including automobile insurance) which provides limits of not less than:

(A) Per Occurrence (combined single limit).....	\$1,000,000
(B) Project Specific Aggregate (for this project only).....	\$2,000,000
(C) Products/Completed Operations.....	\$1,000,000
(D) Personal & Advertising Injury limit.....	\$1,000,000

**Automobile Liability**

Including hired and non-owned vehicles

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

**Workers’ Compensation**

Statutory limits for the State(s) or Jurisdiction in which the work is performed.

**Employers Liability**

\$500,00 Each Accident

\$500,00 Each Employee- Disease

\$500,00 Policy Limit- Disease

**Umbrella Liability**

\$10,000,000 Each Occurrence

\$10,000,000 Aggregate

Minimum:  
\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

**Additional Insurance Endorsement:** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to Owner, members of Owner's board of trustees, and the officers, agents, employees and volunteers of Owner, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured's.

**Executed Copies:** The number of executed copies of the Agreement, required is one (1).

- G. Criminal-History Background Checks.** The Contractor shall require and be responsible for ensuring that each person who will be at, on, or in the vicinity of the Project Site on account of the Work, and/or each person who interacts with pupils on account of the Work, has a valid criminal records summary as required by Education Code Section 45125.1. The Contractor must complete, execute, and submit to the District a "Certification of Employee Background" form included in the Required Project Forms, to thereby certify that no person assigned to the Work or who otherwise will be present at or on the Project Site, and/or each person who might interact with pupils, has been convicted of any felony as described in Education Code Section 45122.1. The Contractor must attach to the executed certification a list of all persons to whom the certification applies. The Contractor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work (including not only all persons assigned to the Work directly by the Contractor, but also all persons assigned to the Work by any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work), and/or each person who might interact with pupils, from being present at, on or in the vicinity of the Project Site unless and until the Contractor provides the required certification including such person to the District. Moreover, Contractor shall immediately provide any applicable subsequent arrest and conviction information it receives to the District. If the Contractor is a sole proprietor, the District shall prepare and submit the Contractor's fingerprints per Education Code section 45125.1. Any Contractor that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1. Notwithstanding the foregoing, compliance with Education Code Section 45125.1 shall be subject to the District's sole discretion to grant alternative compliance requirements per Education Code section 45125.2, subdivision (a).

**Certification of Employee Background** will be required to be submitted with the AGREEMENT and the at the time of award of contract.

- I. Award of Bid:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsible, responsive bidder(s).
- J. Service Schedule Point of Contact:** The point of contact for the Service Schedule is: Nathan Wulff, Director of Maintenance, Operations & Facilities, prior to any work being done. He can be reached at (858) 523-6044.
- K. Safety:** The contractor shall be responsible for the safety of his workers, the public, school staff, and students within his area of work. At the end of each workday the area shall be left reasonably free of debris and secured.

## EXHIBIT "A"

### SCOPE OF WORK AND SPECIFICATIONS

#### SCOPE OF WORK:

Del Mar Union School District (District) is requesting proposals for organic, recycling, and trash waste disposal services from all district sites. The Del Mar Union School District educates approximately 3,500 students within an 8.5 square-mile area that serves north San Diego County communities of the coastal city of Del Mar, the Carmel Valley community, and parts of the Del Mar Mesa and Torrey Hills neighborhoods in San Diego. The District is comprised of ten (10) locations. The District operates nine (9) elementary schools and one (1) maintenance building.

In addition to traditional hauling, organics, and recyclables processing and disposal services, the District is interested in a contractor who will be proactive in helping the District manage all waste and recyclables more cost-effectively. In 2024/2025, the district's trash waste recycling disposal contract was valued at \$170,311.00.

The District would like to meet the following objectives:

1. Under California's Senate Bill 1383 (SB 1383), all school districts must implement organic waste recycling programs to reduce landfill methane emissions. Schools must subscribe to organic waste collection services provide color-coded bins for food/green waste, and, as of Jan 1, 2024, recover edible food.
2. Seek continual improvement in the District resource use and increasing diversion and sustainability (reduce, reuse, and recycle/compost);
3. Optimize current hauling, garbage disposal and recycling service to reduce overall waste management system costs;
4. Develop a detailed tracking, reporting, and invoicing system.

#### MANAGEMENT OF WASTE AND RECYCLABLES:

The successful respondent will manage all waste streams from the District facilities listed in

RFP 2526-09 Trash & Recycling Services- Districtwide,: Base Specifications Response Price Sheet at the locations,

1. Ashley Falls School: 13030 Ashlay Falls Drive, San Diego, CA 92130
2. Carmel Del Mar School: 12345 Carmel Park Drive, San Diego, CA 92130
3. Del Mar Heights School: 13565 Boquita Drive, Del Mar 92014

4. Del Mar Hills Academy: 14085 Mango Drive, Del Mar, CA 92014
5. Ocean Air School: 11444 Canter Heights Drive, San Diego, CA 92130
6. Pacific Sky School: 6631 Solterra Vista Parkway, San Diego, CA 92130
7. Sage Canyon School: 5290 Harvest Run Drive, San Diego, CA 92130
8. Sycamore Ridge School: 5333 Old Carmel Valley Road, San Diego, CA 92130
9. Torrey Hills School: 10830 Calle Mar De Mariposa, San Diego, CA 92130
10. Maintenance and Operations Building: 11189 Sorrento Valley Road, Suite 100, San Diego, CA 92130

days, and frequencies identified. This includes all regularly generated solid, non-hazardous waste and recyclables. Recyclables will include Green Waste, Mixed Paper, Plastic Bottles, Glass Bottles, Tin and Aluminum Material, some confidential paper, cardboard, office paper, and co-mingled beverage containers. The successful respondent must take over existing service levels for these materials and should suggest a more effective program per the Proposed Program Implementation of the RFP 2526-09 Trash & Recycling Services- Districtwide. New locations within the District may be added at a later date at the contract price. Full pick up schedule will run from August through the end of May. June through September will run a limited schedule. District will provide a specific June through September schedule to the Contractor in June. On a periodic basis, the successful respondent may also be asked to provide or coordinate disposal of occasional waste streams such as used computers/e-waste, fluorescent ballasts, batteries, office equipment and supplies, or spikes in waste due to construction/demolition. These services are apart from the base proposal and will be reimbursed by the District under a separate purchase order. This type of work may be competitively bid at the District's discretion.

District reserves the right to dispose of plastic bottles and aluminum cans on its own through their own special programs.

#### RECYCLING & WASTE MANAGEMENT PROGRAM:

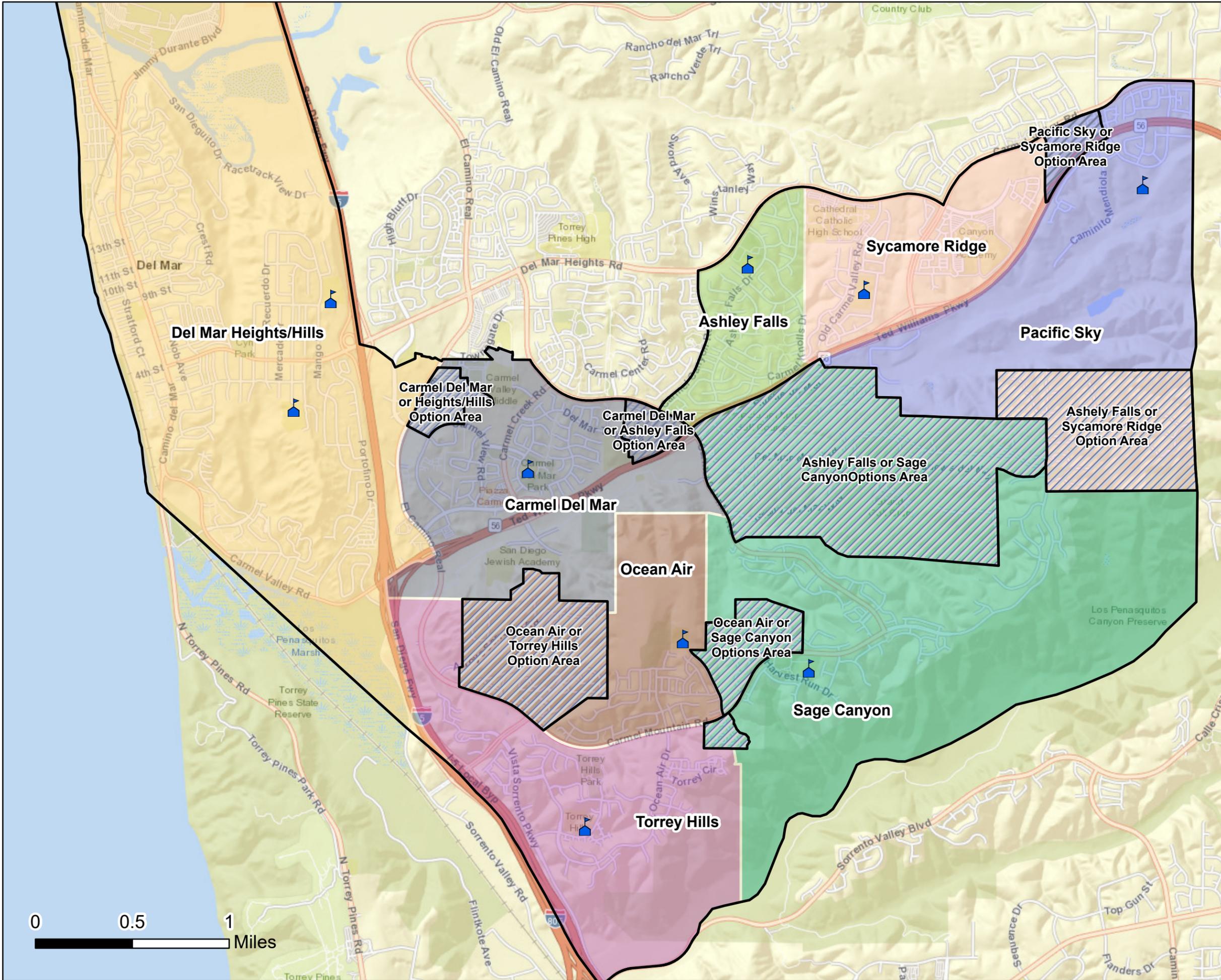
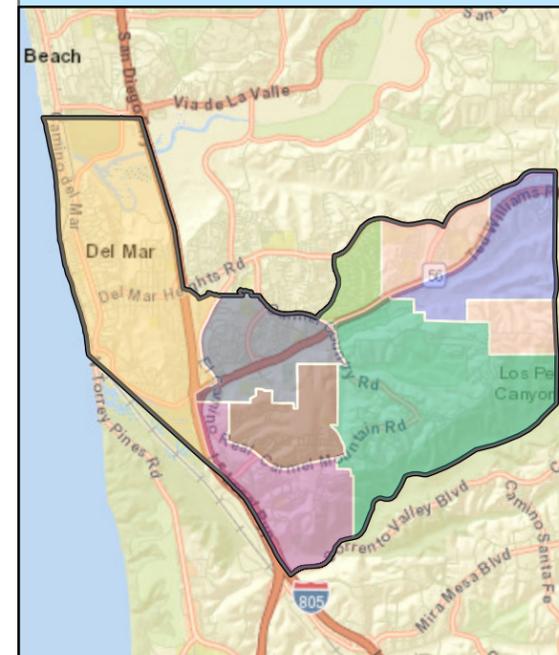
Del Mar Union School District (District) desires to contract with one Contractor to pick up and dispose of all solid waste and recyclable materials from all District sites within District boundaries and as needed. The successful respondent will be expected to take over waste & recycling services based on the current Specifications on the days and at the locations identified in

the scope of work. Bin containers will be provided by the awarded vendor and be equipped with locking wheels. The District will be expecting the successful respondent to make recommendations and work with the District in modifying all aspects of waste collection and recycling. Respondents shall provide pricing to take over existing services based on the timeline that accommodates the District's needs.

## TRASH SERVICE BY SCHOOL

<b>SITE:</b>	<b>SERVICE:</b>
<b>Ashley Falls School</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 8 Recycle Cart - 95/96 GAL /8 Lifts per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Sycamore Ridge School</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 5 Recycle Cart - 95/96 GAL/5 lifts per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Carmel Del Mar School</b>	1 Waste Container - 4 CU YD /5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 5 Recycle Cart - 95/96 GAL/5 lifts per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Ocean Air School</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 6 Recycle Cart - 95/96 GAL/6 lifts per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Torrey Hills School</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 9 Recycle Cart - 95/96 GAL/9 lifts per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Sage Canyon School</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 9 Recycle Cart - 95/96 GAL/9 lifts per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Pacific Sky School</b>	1 Waste Container - 4 CU YD/5 Lifts per week 2 Recycle Containers - 4 CU YD/4 lifts per week 2 Mixed Organics - 95/96 GAL/2 lifts per week
<b>Del Mar Heights School</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Del Mar Hills Academy</b>	1 Waste Container - 4 CU YD/5 lifts per week 1 Recycle Container - 4 CU YD/1 lift per week 1 Mixed Organics - 95/96 GAL/1 lift per week
<b>Maintenance Office</b>	40 CU YD/Cost per lift on bid sheet

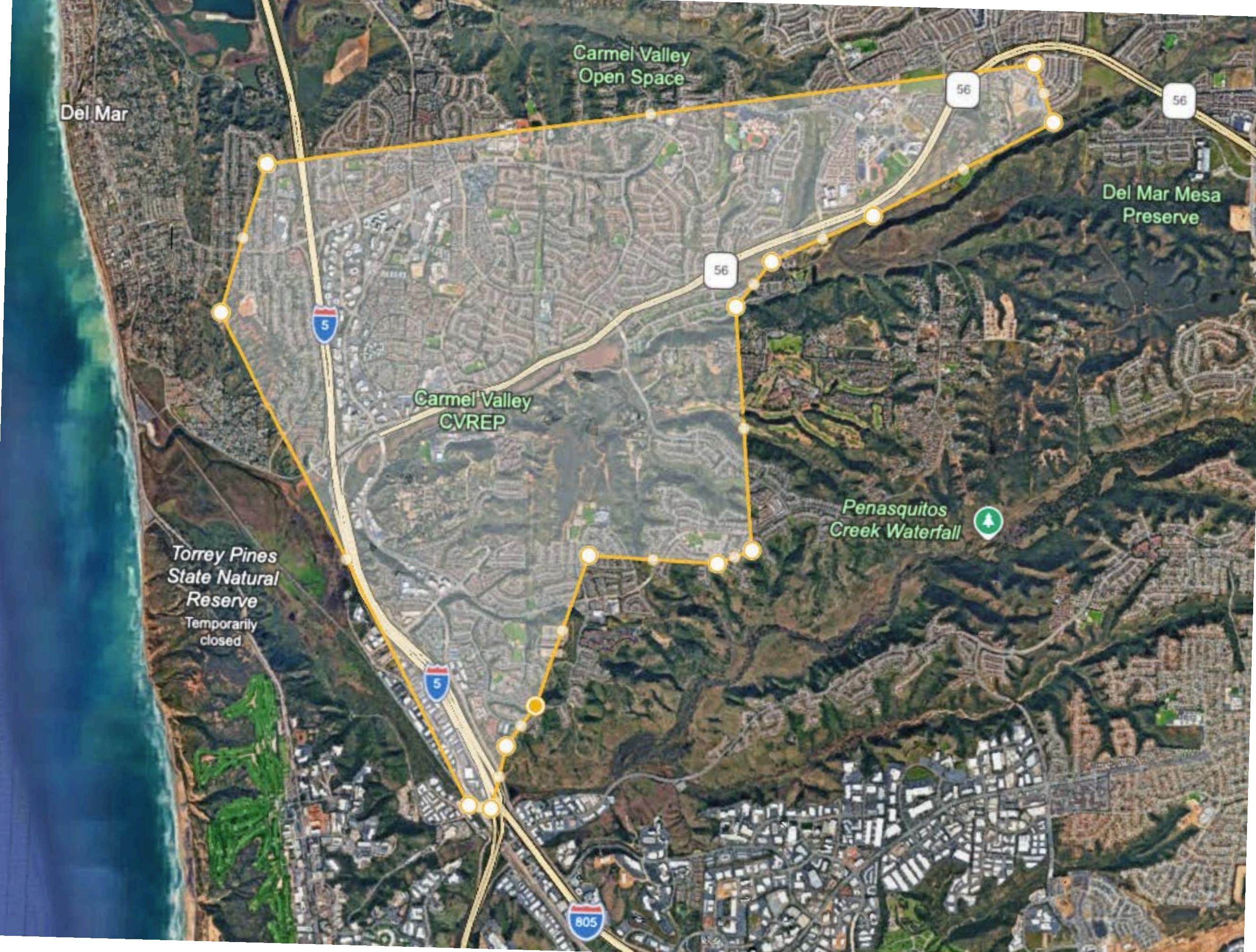
# Elementary Boundaries



0 0.5 1 Miles

- OPTION AREAS
- ASHLEY FALLS
- CARMEL DEL MAR
- DEL MAR HEIGHTS/HILLS
- PACIFIC SKY
- OCEAN AIR
- SAGE CANYON
- SYCAMORE RIDGE
- TORREY HILLS





Del Mar

Carmel Valley  
Open Space

Del Mar Mesa  
Preserve

Carmel Valley  
CVREP

Penasquitos  
Creek Waterfall

Torrey Pines  
State Natural  
Reserve  
Temporarily  
closed



## EXHIBIT "B"

### General Conditions (Articles)

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a Contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

a) **DUTY OF CONTRACTOR:** If District accepts the proposal and Contractor is awarded the Contract ("Project"), it is the duty of the Contractor to complete the Work covered by this Contract in exact accordance with all approved plans, Work Specifications, and other Contract Documents and in accordance with the specifications of the District. The Work is to be performed at such times and places as directed by, and subject to, the approval of the authorized District representative.

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

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the Work to be performed at the site. By submitting their quote, a Contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Scope of Work attached hereto.

**ARTICLE 4. SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT:** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of District.

**ARTICLE 6. CONTRACTOR AND SUBCONTRACTOR INSURANCE:** The Contractor shall not commence Work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Education, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain, all said insurance during the life of this Contract.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the Contract Documents or law.

Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and the District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence Work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this Contract Worker's Compensation Insurance on all its employees engaged in Work under this Contract, and at the site of the Project. If the Work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a certificate regarding Workers' Compensation available from the District prior to performing the Work of the Contract.

**ARTICLE 7. LABOR CODE COMPLIANCE:** This is a public works project and is subject to compliance monitoring and enforcement by the Department of

Industrial Relations. The Contractor hereby stipulates that it shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (Labor Code section 1771), hiring of Apprentices (Labor Code section 1777.5), Working Hours (Labor Code section 1813), and Payroll Records (Labor Code section 1776). Information regarding prevailing wages rates is available online at [www.dir.ca.gov/](http://www.dir.ca.gov/). Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, actual time and overtime hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract, starting wage rates, the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work, trades, payments made and employee signatures. The records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor, in accordance with the Public Works Labor Code Provisions. Contractor and all subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. Copies of these records shall be furnished to the District upon request.

In accordance with Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay as required by Labor Code section 1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

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

Additionally, District and Contractor desire that this Contract clarify responsibilities and labor requirements relating to Contractor's Work. In particular, Contractor shall be knowledgeable of and shall comply with Labor Code sections 1727, 1771, 1773.1, 1773.3, 1773.5, 1773.8, 1774 – 1777, 1777.5, 1810, 1813, 1815, and 1860, including all amendments thereto; each of these Sections is incorporated by reference into this Contract.

**ARTICLE 8. DIR REGISTRATION:** All contractors and subcontractors on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Information regarding registration with DIR is available online at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. In the event the Project is under the current legal bid limit, the Contractor must provide its DIR registration number with its proposal. This number shall be on the purchase order. Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption.

The small project exemption applies for public works projects that do not exceed:

- **\$25,000** for construction, alteration, demolition, installation, or repair work; or
- **\$15,000** for maintenance.

If said small project exemption does not apply to the Project, Contractor and subcontractors must be registered as of the date of this Contract.

**ARTICLE 9. APPRENTICES:** Contractor shall comply with Labor Code sections 227, 1777.5, 1777.6, 3070 *et seq.*, and 3077 *et seq.*, each of which is incorporated by reference into this Contract. These Sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and subcontractors shall not discriminate against otherwise qualified employees as

apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

**ARTICLE 10. WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the attached certificate prior to performing under this Contract.

**ARTICLE 11. INDEMNIFICATION:** District shall not be liable for, and Contractor shall, at its own expense, defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, from and against any and all claims, actions, causes of action, suits, proceedings, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this Contract, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its officials, employees, agents or volunteers. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**ARTICLE 12. MATERIALS:** Contractor warrants good title to all material, supplies and equipment installed or including in the Work. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss

by weather or other causes to materials or Work under this Contract.

**ARTICLE 13. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the District, unless otherwise specifically stipulated in the Contract Documents.

**ARTICLE 14. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all Work for a period of one year after date of acceptance 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 and/or materials within a one year period from date of acceptance, 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.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the Project.

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 to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

**ARTICLE 15. PROTECTION OF WORK AND PROPERTY:** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and

Contract Documents. Contractor shall take all necessary precautions for safety of employees on the Work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of Work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the Work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

**ARTICLE 16. DISTRICT'S RIGHT TO TERMINATE CONTRACT:**

a) **TERMINATION FOR CAUSE:** Failure to comply with any of the terms and/or conditions of the Contract Documents shall constitute a default by the Contractor. On or after any event of default by the Contractor, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to: (a) seek specific performance of all or any part of this Contract; (b) terminate this Contract at no cost to the District; or (c) exercise any other legal or equitable remedy. District shall also have the right to cure, or cause to be cured, any cause of default on behalf of the Contractor, and Contractor shall pay to the District all costs and expenses incurred as a result of the cure.

b) **TERMINATION FOR CONVENIENCE:** The District may terminate this Contract, in whole or in part, for District's convenience and without cause at any time by giving Contractor seven (7) days' written notice of such termination. The notice shall specify the date on which termination shall become effective. In an event of termination for convenience, Contractor shall be paid for services performed or deliveries made, pursuant to this Contract and to the satisfaction of the District up to the specified date of termination. Such payment shall be Contractor's sole and exclusive compensation and District shall not have liability to Contractor for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

Contractor hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.

**ARTICLE 17. COMPLIANCE WITH STORM WATER PERMIT:**

As applicable, Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this Contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 18. CLEAN UP:** Contractor shall remove debris, such as waste, rubbish, and excess materials and equipment, from on, under, in, or about the premises. Contractor shall ensure premises shall be free of debris at

all times when work is not actually being performed. Upon completion of work, Contractor shall clean interior and exterior of building 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 and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall be liable to District for any damages arising as a result of a failure to comply with said obligations.

**ARTICLE 19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

**ARTICLE 20. EXCAVATION DEEPER THAN FOUR FEET:** If this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals; (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in this Contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled

completion date provided for by this Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

**ARTICLE 21. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:** The Contractor shall not be assessed for liquidated damages for delay in completion of this Project, when such delay was caused by the failure of the awarding authority of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the Contract discovers any utility facilities not identified by the public agency in the Contract plans or Work Specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Work Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

**ARTICLE 22. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the Project to exceed \$60,000 or the Project will become subject to competitive bidding. The District, without invalidating Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the Contract Price being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in Work, not involving change in cost, and not inconsistent with the purposes or approvals of the Project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the Contract Price shall be valid unless so ordered.

**ARTICLE 23. PAYMENTS:** The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's properly submitted request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code section 20104.50.

**ARTICLE 24. DISPUTE RESOLUTION:** Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall be resolved in accordance with the procedures set forth in Public Contract Code section 9204. For purposes of this article, "Claims" are defined as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from Work done; or payment of an amount disputed by the District. Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim, or request additional documentation supporting the claim within thirty (30) days. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed and made within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code section 9204. Amounts not paid in a timely manner as required by the Code shall bear interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code section 9204. However, the procedures in this Section shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or

extend the time for the giving of such notice as provided in the Contract Documents.

**ARTICLE 25. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code, the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. For purposes of this article, "claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written

claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both Parties. The mediation process shall provide that both Parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, any Party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any Party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the Parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any Party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other Party arising out of the trial de novo in addition to payment of costs and fees required under Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

**ARTICLE 26. DEFAULT BY CONTRACTOR:** When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the Work Specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the Contract entered into with

said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

**ARTICLE 27. WORKERS AND SUPERVISION:** Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 28. SUBSTITUTIONS:** No substitutions of materials from those specified in the Work specifications and/or Scope of Work shall be made without the prior written approval of the District.

**ARTICLE 29. ACCESS TO WORK:** District representatives shall at all times have access to Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 30. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for substantial completion of the Work.

**ARTICLE 31. FORCE MAJEURE:** The Parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. The Contractor shall not be entitled to additional monetary compensation as a result of any excused performance set forth herein.

**ARTICLE 32. PERMITS AND LICENSES:** The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at

Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of Work, materials, supplies, or services in accordance with this Contract.

**ARTICLE 33. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** While engaged in carrying out other terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. The Parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Contract; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

**ARTICLE 34. ASSIGNMENT OF CLAIMS:** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the Parties.

**ARTICLE 35. GOVERNING LAW AND COMPLIANCE WITH LAWS:** This Contract shall be governed by and construed in accordance with the laws of the State of California. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 of the California Code of Regulations, section 16451(d):

This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (619) 220-5451

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).

**ARTICLE 36. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

**ARTICLE 37. NO ORAL MODIFICATION:** Any waiver, amendment, modification, consent or acquiescence with respect to this Contract or any provision of this Contract or with respect to any failure to perform in accordance

therewith shall be set forth in writing and mutually executed by both Parties hereto.

**ARTICLE 38. ASBESTOS NOTIFICATION:** This article hereby advises Contractor of the availability of information relative to the location(s) of asbestos-containing building materials (“ACBM”) which Contractor’s employees or subcontractors may come in contact with while performing services for the District. Existing federal law, as contained in 40 CFR, Part 763.84(d), mandates that Contractor’s workers be provided with this information before starting any work in these areas. Each school facility has its own site specific “management plan” which contains this information. It is suggested that Contractor’s workers receive and review these documents for their work location. The District assumes no responsibility for costs of addressing any asbestos that is encountered by Contractor’s or subcontractors’ negligence or for providing Contractor’s or subcontractors’ workers with training or protective equipment which may be required by any federal, state or local regulation enforcement agency.

All Contract Work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the Asbestos Hazard Emergency Response Act (“AHERA”). This means that all work which could disturb the integrity of any ACBM needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any ACBM in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code sections 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION:** This Contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises (“DVBE”) of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract

for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the Contract, so that the District can assess its success at meeting this goal.

Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the Contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the Contract.

**ARTICLE 42. PROJECT-RELATED RECORDS:** The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work (“Project Records”), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for three (3) years after the District accepts the Work. However, if any audit is commenced within such three (3) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**ARTICLE 43. PAYMENT AND PERFORMANCE BONDS:** Upon request, the Contractor shall file with the District: (a) a corporate surety bond, in a sum not less than 100% of the amount of the Contract, to guarantee the faithful

performance of the Contract; and (b) a corporate surety bond, in a sum not less than 100% of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract. Corporate sureties on these bonds must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds, using the forms provided by the District, may result in termination of the Contract.

**ARTICLE 44. COVID-19 PANDEMIC:** Contractor shall at all times comply with any and all state, local, and federal regulations regarding the COVID-19 pandemic at Contractor's own expense, including but not limited to phased reopening and access to the site, wearing masks or other personal protective equipment, social distancing, and any resulting or related reduction in site capacity.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 44.**