

ALVORD UNIFIED SCHOOL DISTRICT
9 KPC Parkway, Corona, CA 92879
Phone # (951) 509-6110

**AGREEMENT FOR MAINTENANCE WORK
UNDER PCC SECTION 20111 BID THRESHOLD**

This Agreement for Maintenance Work Under PCC Section 20111 Bid Threshold (“Agreement”) is made effective as of April 15, 2021 (“Effective Date”) by and between the Alvord Unified School District (“District”), a California public school district, and I and R Trailer and Lift Gate Corp. (“Contractor”). The Contractor is identified in additional detail in Paragraph A of Attachment A to this Agreement. The District and the Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

In consideration of the respective rights and obligations of the Parties set forth herein, the Parties hereby agree as follows:

1. This Agreement provides for performance by the Contractor of certain maintenance work as described herein (“Work”) at the location(s) described in Paragraph B of Attachment A hereto (“Work Site”). Although, as described in more detail herein, the Work is a public work, the Work is not a public project as defined in Public Contract Code Section 22002 and, therefore, the Contractor shall not, pursuant to this Agreement, perform any construction or other work that constitutes a public project.
2. The Contractor shall furnish any and all labor, materials, services, transportation, equipment and other things as are necessary for the Contractor to fully and satisfactorily complete, in strict accordance with the Contract Documents (defined in Section 8 of this Agreement), all of the Work described in the “Scope of Work” set forth in Paragraph C of Attachment A hereto and elsewhere in the Contract Documents.
3. If required by Paragraph D of Attachment A hereto, then, at all times during the performance of the Work, the Contractor must have and maintain in effect the contractor’s license(s) issued by the California Contractors State License Board (“CSLB”) and specified in such Paragraph D.
4. At all times during the performance of the Work, the Contractor must be and remain in full compliance with the “employee background check” conditions specified in the “District Determination Regarding Employee Background Checks” attached as Attachment B to this Agreement. If so specified in Attachment B, the Contractor must comply with all requirements of Attachment C to this Agreement.
5. The Contractor must commence the Work on the “Commencement Date” specified in Paragraph E of Attachment A hereto, and must fully and satisfactorily complete all of the Work not later than the “Completion Date” specified in Paragraph F of Attachment A hereto. Based on such Commencement Date and such Completion Date, the period of time that the Contractor has to fully and satisfactorily complete the Work is referred to herein as the “Contract Time,” and the Contract Time may be adjusted only by means of duly authorized Change Order (defined in Article 18 of the “General Provisions” set forth as Attachment D to this Agreement).
6. In exchange for the full and satisfactory completion of the Work in strict accordance with the Contract Documents, the District shall pay to the Contractor the amount specified in Paragraph G of

Attachment A hereto ("Contract Amount"). In no event shall the initial Contract Amount be more than \$92,600.00. The District shall pay the Contract Amount to the Contractor in accordance with Articles 19 through 23, inclusive, of the General provisions within thirty days after acceptance of the Work by the Board of Education of the District ("District Board").

7. If the Contractor does not fully and adequately complete all of the Work within the Contract Time, the District, as provided in Article 24 of the General Provisions, may assess against the Contractor the "Liquidated Damages Amount" specified in Paragraph H of Attachment A hereto for each day (or portion thereof, if not a full day) of delay in completion of the Work.
8. This Agreement includes and incorporates all of the documents as indicated below in this Section (the "Contract Documents"). The Contract Documents are intended to be complementary and form an integrated and binding whole, and the Contractor must perform the Work in accordance with and/or otherwise comply with the Contract Documents as provided therein. The Contract Documents include all of the following:
 - (i) This Agreement form;
 - (ii) Attachment A, the "Work Information";
 - (iii) Attachment B, the "District Determination Regarding Employee Background Checks";
 - (iv) Attachment C, the "Certification Regarding Employee Background Checks" (if applicable pursuant to Attachment B);
 - (v) Attachment D, the "General Provisions" of this Agreement;
 - (vi) Attachment E, the "Certification Regarding Workers' Compensation"; and
 - (vii) Any and all other documents as may be specified in Paragraph I of Attachment A hereto.
9. The person who has signed this Agreement on behalf of the Contractor shall be deemed and construed to thereby represent and warrant that: (i) the information specified in Paragraphs A and D of Attachment A hereto is all true and correct; (ii) he or she, acting on behalf of the Contractor, has read and understands the General Provisions set forth in Attachment D hereto and, to the extent applicable to the Work, the Contractor shall comply with all of such General Provisions; and (iii) he or she has been duly authorized by the Contractor to sign, and thereby bind the Contractor to, this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as evidenced by the signatures of their respective, duly authorized representatives below.

Alvord Unified School District

I and R Trailer and Lift Gate Corp.

By: _____

By: _____

Print name: Dusteen Nevatt

Print name: _____

Title: Chief Business Officer

Title: _____

Date signed: _____

Date signed: _____

**ATTACHMENT A
WORK INFORMATION**

A. Contractor:

- (i) Full Legal Name: I and R Trailer and Lift Gate Corp.
- (ii) Organized in State of:
- (iii) Type of Legal Entity:
- (iv) Employer ID No. (if not an individual): N/A
- (v) Social Security No. (if an individual): MUST BE SEPARATELY ON FILE WITH THE DISTRICT
- (vi) Business Address: 151 Fogg St.
Colton, CA 92324
- (vii) Business Telephone No: (909) 815-3982

B. Work Site:

Child Nutrition Services

C. Scope of Work:

Provide service, maintenance, and repairs to Child Nutrition Services vehicles

D. Contractor's CSLB License:

- (i) License Number: N/A
- (ii) Classification(s): N/A
- (iii) Expiration Date: N/A

District Verification: Contractor's CSLB License Information Verified By: District Representative: _____ Date Verified: _____

E. Commencement Date: July 1, 2020

F. Completion Date: June 30, 2021

G. Contract Amount: \$ 5,000.00

H. Liquidated Damages Amount: N/A

I. Additional Contract Documents:

N/A

ATTACHMENT B

DISTRICT DETERMINATION REGARDING EMPLOYEE BACKGROUND CHECKS

- The District has determined that, with respect to any and all employees (of both the Contractor and, if applicable, its subcontractors) who will be present at the Work Site in connection with this Agreement, fingerprinting and background checks will be required. Therefore, the Contractor must complete, sign, and submit to the District the "Certification Regarding Employee Background Checks" form set forth as Attachment C to this Agreement.

- The District has determined that, as provided by Education Code Section 45125.2, the safety of students can be ensured if, at all times during the performance of the Work, the Contractor implements and abides by the safety precautions checked below:
 - Installation of a physical barrier at the site of the Work to limit contact with pupils.
 - Surveillance by District personnel of all employees (of both the Contractor and, if applicable, its subcontractors) at all times during performance of the Work.
 - Continual supervision and monitoring of all employees (of both the Contractor and, if applicable, its subcontractors) by a designated supervisory employee of the Contractor whom the California Department of Justice has ascertained has not been convicted of a violent or serious felony as defined in Education Code Section 45125.2. Such designated supervisory employee may not be changed without the express written consent of the District. As of the Effective Date, the designated supervisory employee is identified as follows:
Name: _____

- The District has determined that, in connection with the performance of the Work, employees who will be present at the Work Site in connection with this Agreement (whether employees of the Contractor or, if applicable, its subcontractors) will have only "limited contact" with students at the Work Site and, therefore, that the Contractor is not required to comply with any of the foregoing safety requirements.

ATTACHMENT C
CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS

Note: *This form to be completed if required pursuant to Attachment B of this Agreement.*

District: Alvord Unified School District

Work: Child Nutrition Services

Agreement: Agreement for Maintenance Work Under PCC Section 20111 Bid Threshold dated June 11, 2020

Contractor: I and R Trailer and Lift Gate Corp.

The Contractor identified above shall require that all persons who will at any time be present on or at the Work Site in connection with the performance of the Work (including, without limitation, employees of authorized subcontractors) submit their fingerprints in a manner authorized by the California Department of Justice ("DOJ") so that the DOJ may conduct a criminal background check consistent with the requirements of Education Code Section 45125.1, in order to determine whether such persons have been convicted of, or have charges pending for, a violent or serious felony as defined in Education Code Section 45122.1. Upon request of the Contractor submitted a reasonably sufficient amount of time in advance, the District may exempt from the foregoing requirement any person (e.g., employees of suppliers and/or delivery companies) who will be present on or at the Work Site for a relatively short period of time and who will be monitored at all times by supervisorial-level personnel who have passed the DOJ background check.

Except as provided in the preceding paragraph and except as to any person to whom an exception set forth in Subsection (f) of Section 45125.1 applies, the Contractor shall not permit any person to perform services pursuant to the Agreement, if those services are to be performed on or at the Work Site, until the DOJ has determined that such person has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1. For purposes of eliminating any doubt, the Contractor is responsible for ensuring compliance with these requirements by employees of its subcontractors.

The Contractor, consistent with Article 10 of the General Provisions, shall indemnify, defend, and hold-harmless the District and its agents, officers and employees, and each of them, with respect to any and all Liabilities of whatever nature that arise from the failure or alleged failure by the Contractor to comply with the requirements of this Attachment C and/or the requirements of Education Code Section 45125.1 hereby made applicable, or that arise from any certification hereby made by the Contractor that is found to be false.

The undersigned hereby certifies, subject to penalty for perjury, that: (i) the undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; (ii) the Contractor has fully complied with the requirements of the Agreement for background checks on persons who will perform any services pursuant to the Agreement, if those services will be performed on or at the Work Site; (iii) except as to any person to whom an exception set forth in Subsection (f) of Section 45125.1 applies, none of the persons identified on the Employee List attached to this Certification form have been convicted of a violent or serious felony as defined in Education Code Section 45122.1; and (iv) in connection with the Work, the Contractor shall not suffer or permit any persons other than those shown on such list to enter in or upon the Work Site, or to be in the vicinity of the Work Site.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

(Attach Employee List to this Certification form.)

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – EMPLOYEE LIST

Contractor: I and R Trailer and Lift Gate Corp.

Instructions

- (1) For each employee, insert all required information (as specified in the table below) in one row of the table.
- (2) In the “Driver License/Identification” column in the table below: (i) specify the number of the employee’s driver’s license or, if the employee does not have a driver’s license, the number of the employee’s state-issued identification; and (ii) specify the state that issued the driver’s license or identification.
- (3) If identifying more than ten employees: (i) use copies of this Employee List to identify the additional employees; and (ii) on each such copy, specify the page number and total number of pages where indicated at the bottom of this Employee List.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/Identification #
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Page ____ of ____

ATTACHMENT D GENERAL PROVISIONS

ARTICLE 1. COMPLIANCE WITH LABOR CODE:

The Work is a “public work” as defined in Section 1720 or other provisions of the California Labor Code (“Labor Code”), and Part 7, Chapter 1, of the Labor Code is applicable to the Work. Therefore, the Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, and Title 8 of the California Code of Regulations, Section 16000 *et seq.* (collectively, the “Labor Laws”), which, among other things, require the payment of “prevailing wages” to all workers on public work costing in excess of \$1,000. The Contractor acknowledges that, to the extent provided by Labor Code Section 1771.4, public work is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). The Contractor, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wages, maintenance, inspection and submittal of payroll records, notice and posting requirements, *et cetera*. The Contractor must ensure that any and all subcontractors working under the Contractor comply with the Labor Laws and other requirements applicable to public work. The Contractor, at no additional cost to the District, must cooperate with the DIR and the District in connection with Labor Law compliance matters. The Contractor shall not permit any contractor or subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates must conform to those on file at the District’s principal office and posted at the Work Site. The District will withhold payment to the Contractor as necessary to satisfy civil wage and

penalty assessments issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and the Contractor shall be solely responsible for compliance therewith:

- (i) Section 1735 (Anti-Discrimination Requirements);
- (ii) Section 1775 (Penalty for Prevailing Wage Rate Violations);
- (iii) Section 1776 (Payroll Records);
- (iv) Sections 1777.5 -1777.7 (Apprenticeship Requirements);
- (v) Sections 1810 -1812 (Working Hour Restrictions);
- (vi) Sections 1813 -1814 (Penalty for Failure to Pay Overtime); and
- (vii) Section 1815 (Overtime Pay).

ARTICLE 2A. DIR REGISTRATION: If the Contract Amount initially is \$15,000 or less, the requirements set forth in Labor Code Section 1725.5 and 1771.1 for contractors and subcontractors to be currently registered with the DIR and qualified to perform public work does not apply to the Work. If the Contract Amount initially is more than \$15,000, then, prior to entering into the Agreement, the Contractor and each of its Subcontractors must be registered with the DIR and qualified to perform public work. If any change order or other amendment to the Agreement will cause the Contract Amount to increase to more than \$15,000, and the Contractor or any of its subcontractors is not already so registered with the DIR, then, prior to entering into such change order or amendment, the Contractor and each of its subcontractors, each at its sole cost and expense, must register with the DIR as required by Section 1725.5 and 1771.1. If the Contractor or any of its subcontractors does not so register within such time as will preclude any delay to the Work, the District may enforce any of its remedies pursuant to Article 2B of these General Provisions.

ARTICLE 2B. UNREGISTERED CONTRACTORS:

Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its subcontractors is required to be registered with the DIR pursuant to Labor Code Section 1725.5 (including, without limitation, if the DIR revokes the registration), but is not so registered, the District may cancel or terminate the Agreement and/or replace the Contractor or subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5.

ARTICLE 3A. PAYROLL RECORDS: The Contractor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR’s Division of Labor Standards Enforcement and Division of Apprenticeship Standards. The payroll records must be certified, maintained at the principal offices of the Contractor, and made available as required by Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within 5 working days, provide a notice of any change of location and address. If the Contractor fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Contractor of certified payroll records also shall be a condition precedent to the District’s obligation to make any subsequent progress, final, Retention (defined in Article 24 of these General Provisions), or other payments to the Contractor pursuant to the Agreement.

ARTICLE 3B. SUBMISSION OF PAYROLL RECORDS TO DIR: If the Contract Amount initially is \$15,000 or less, the exemption in Labor Code Section 1771.4(a)(4) will apply and the requirement in Labor Code Section

1771.4(a)(3) for submission of payroll records directly to the DIR shall not initially apply to the Work, but the Contractor and each of its subcontractors must retain the records required by Labor Code Section 1776 for a period of at least 3 years after completion of the Work. However, in the event any change order or other amendment to the Agreement results in the Contractor becoming subject to the registration requirements set forth in Labor Code Section 1725.5, the Section 1771.4(a)(3) requirement for submission by the Contractor and each of its subcontractors of payroll records directly to the DIR shall be in effect and shall apply to the Work. If the Contractor desires more information regarding such requirements, the Contractor should review Labor Code Section 1771.4.

ARTICLE 4. PENALTIES FOR VIOLATIONS OF PREVAILING WAGE LAWS: In accordance with Section 1775 of the Labor Code, the Contractor shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than prevailing wage rates as determined by the director of the DIR. The Contractor shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

ARTICLE 5A. PAYMENT BOND: If Paragraph I of Attachment A to this Agreement makes this Article applicable, then, prior to commencing the Work, the Contractor, at its sole cost and expense, shall provide to the District a material and labor payment bond to ensure satisfaction of any claims of materials suppliers and of mechanics and laborers employed in connection with the Work (“Payment Bond”). The Payment Bond must be in the form set forth in Attachment F to this Agreement. The Payment Bond must remain in effect until the date that is 6 months after final payment to the Contractor for the Work.

ARTICLE 5B. PERFORMANCE BOND: If Paragraph I of Attachment A to this Agreement makes this Article applicable, then, prior to commencing the Work, the Contractor, at its sole cost and expense, shall provide to the District a bond to ensure faithful (including, without limitation, timely) performance by the Contractor of its obligations pursuant to the Contract Documents (“Performance Bond”). The Performance Bond must be in the form set forth in Attachment G to this Agreement. The Performance Bond shall remain in effect for so long as the Contractor has any obligations pursuant to the Contract Documents.

ARTICLE 5C. BOND REQUIREMENTS: To the extent Article 5A and/or Article 5B of these General Provisions is applicable, each of the Payment Bond and/or the Performance Bond (each a “Bond”) initially must have a penal sum equal to the Contract Amount. If the Contract Amount is increased in accordance with the Contract Documents, then, within 7 days after such increase, the Contractor must increase the penal sums of each Bond so that it equals the total adjusted Contract Amount. Each Bond must: (i) be issued by a surety that is authorized and admitted to transact business in the State in accordance with Code of Civil Procedure Section 995.120; and (ii) include the notarized signatures of the Contractor and the surety. Prior to submitting a Bond to the District, the Contractor must attach to the Bond: (i) a printout of information from the website of the Department of Insurance confirming that the surety is an admitted surety insurer, printed not more than 10 days prior to submitting the Bond to the District; or (ii) certification by the Assessor-County Clerk-Recorder of the Riverside County that the surety is an admitted surety insurer, obtained from the Assessor-County Clerk-Recorder of the Riverside County not more than 10 days prior to submitting the Bond to the District. No change in the Work, extension of time for performance of the Work, or other action permitted pursuant to this Agreement shall be deemed or construed to, in any manner or respect, release the Contractor or any surety that has issued a Bond from its obligations

pursuant to the Bond, and each such surety shall be deemed to have waived notice of such changes, extensions and other actions.

ARTICLE 6. SUBCONTRACTING: The Contractor may subcontract portions of the Work only upon written consent of the District. If the Contractor subcontracts any of the Work, the Contractor shall bind each such subcontractor, in writing, to all requirements of this Agreement as are applicable (whether generally or specifically) to the subcontractor’s work. If the Contractor subcontracts any of the Work, the Contractor shall be fully responsible to the District for acts and omissions of each subcontractor and its employees and other representatives. Nothing contained in the Contract Documents shall be deemed or construed to create any contractual relationship between the District and any such subcontractor.

ARTICLE 7. ASSIGNMENT: Except to the extent the Contractor subcontracts any of the Work, the Contractor shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties, or obligations pursuant to this Agreement without prior written consent of District.

ARTICLE 8. WORKERS’ COMPENSATION INSURANCE: At all times prior to completion of the Work, the Contractor shall have in effect workers’ compensation insurance for all its employees performing any of the Work, regardless of whether any portion of the Work occurs at a location other than the Work Site. In addition, the Contractor shall require each subcontractor similarly to provide workers’ compensation insurance for all of its employees. Any class of employee or employees not covered by a subcontractor’s insurance shall be covered by the Contractor’s insurance. Prior to commencing the Work, the Contractor must complete, execute, and submit to the District a copy of the “Certification Regarding Workers’ Compensation” attached as Attachment E to this Agreement.

ARTICLE 9. PROOF OF INSURANCE: Contractor must have in effect at all times during the performance of the Work a policy of Commercial General Liability Insurance (including automobile insurance) with limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 aggregate. Such general liability must be endorsed to name the District, the District Board and each member thereof, and the District's other officers, agents, employees and volunteers (collectively, not including the District, the "District Agents"), individually and collectively, as additional insured.

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

The Contractor must submit to the District such certificates of insurance and endorsements as reasonably evidence that the insurance hereby required is in full force and effect. Neither the Contractor nor any subcontractor shall commence any of the Work until all required insurance certificates have been delivered to and approved by District.

ARTICLE 10. INDEMNIFICATION: The District shall not be liable for, and the Contractor shall indemnify, defend and hold-harmless the District, the District agents, and each of them, with respect to, any and all claims, demands, actions and/or other proceedings, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges and costs (including, without limitation, attorneys' fees and court costs), and other liabilities of any nature whatsoever (each a "Liability") that arise from the performance of the Work by the Contractor or by others on its behalf. However, the Contractor shall not be responsible pursuant to this Article to the extent a Liability is attributable to the active negligence,

sole negligence, or willful misconduct of the District or any of the District Agents.

ARTICLE 11. RESPONSIBILITY: Except as otherwise specifically stated in this Agreement, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, and all other services and things of every nature whatsoever necessary to execute and complete the Work within the Contract Time. Except to the extent of the active negligence, sole negligence, or willful misconduct of the District or any of the District Agents, the Contractor, at all times prior to full and final completion of the Work, shall be solely responsible for damage or loss by weather or other causes to Work in progress.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: Consistent with Article 10 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the District Agents and each of them, with respect to any patented or unpatented invention, process, article, or appliance used in the performance of the Work.

ARTICLE 13. WARRANTY: In addition to any warranties required by other of the Contract Documents, Contractor shall, and hereby does, warranty all Work for a period of one year after date of acceptance of the entirety of the Work by District. The Contractor shall, at its sole cost and expense, repair or replace any and all such Work (together with any other Work that may thereby be displaced) as is found to be defective in workmanship and/or materials within a one-year period from date of acceptance, ordinary wear and tear, unusual abuse, and neglect excepted. District will give notice of observed defects with reasonable promptness. The Contractor must coordinate the completion of the repairs with the District.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: Except to the extent of the active negligence, sole negligence or willful misconduct of the District or any of the District Agents, the

Contractor shall be responsible for any and all damages to property and injury to persons that occur in connection with the performance of the Work. Subject to the foregoing, all Work shall be performed at the Contractor's sole risk. The Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. As applicable, the Contractor shall adequately protect from damage all improvements in the vicinity of the Work Site. The Contractor shall take all necessary precautions for safety of all persons and property on and at the Work Site, and shall comply with all applicable safety laws, in order to prevent accidents or injury to persons and damage to property on, about, or adjacent to the Work Site. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the 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 the Work. The Contractor shall designate a responsible person whose duty shall be the prevention of accidents. The Contractor shall report the name and position of such person to the District.

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE:

The Contractor shall be in default of its obligations pursuant to this Agreement if the Contractor: (i) refuses or fails to perform the Work or any part thereof with such diligence as will ensure completion of the Work within the Contract Time; (ii) fails to complete the Work within the Contract Time; (iii) is the subject of any bankruptcy proceeding (whether voluntary or involuntary) and such proceeding is not withdrawn or terminated within 60 days of initiation; (iv) makes a general assignment for the benefit of creditors; (v) is the subject of a court-appointed receiver; (vi) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials to complete the Work within the Contract Time; (vii) fails to pay subcontractors within the time required by law; (viii) persistently disregards

laws, ordinances, or instructions of District; or (ix) fails (or any subcontractor fails) to comply with any provision of this Agreement.

In each case that the Contractor is so in default, the District may, without prejudice to any other right or remedy, serve written notice upon Contractor (and, if applicable, its surety) of the District's intent to terminate the Contractor's right to perform the Work, specifying in such notice the reasons for termination. Unless, within 10 days after the service of any such notice, the Contractor has cured the default(s) specified in the notice or made arrangements satisfactory to the District for cure of such default(s), the Contractor's right to complete the Work shall automatically terminate.

In such event, the District shall not, if applicable, be required to permit any surety to complete the Work, and the District may complete the Work by whatever means the District determines is appropriate. The Contractor shall not be entitled to any further compensation until the District Board has accepted the entirety of the Work. If any portion of the Contract Amount remains after deducting the costs incurred by the District in completing the Work, the balance shall be paid to the Contractor. If the remaining Contract Amount is not sufficient to fully reimburse the District for the costs it incurs in completing the Work, the Contractor shall be liable for, and shall pay to the District, all of such unreimbursed costs.

ARTICLE 16. CLEAN UP: The Contractor at all times shall remove and keep premises free of debris, waste, rubbish, and excess materials attributable to the performance of the Work ("Debris"). As a condition to final acceptance of the Work, the Contractor must, as applicable and to the extent necessary as a result of the Work: (i) clean the Work Site; (ii) clean the interior and exterior of each affected building or portion thereof (including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where Debris has collected); (iii) ensure that surfaces are free from foreign material or

discoloration; (iv) clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment; and (v) remove from the Work Site any and all temporary fencing, barricades, planking, portable toilets, and other temporary facilities.

ARTICLE 17. PROVISIONS REQUIRED BY LAW:

Each and every provision required by law to be set forth in this Agreement shall be deemed to have been set forth herein, and this Agreement shall be read and enforced as though all such provisions are set forth herein. If, for any reason, any provision required by law is not set forth herein, or is not correctly set forth herein, then, upon request of either Party, the Parties shall amend this Agreement to the extent necessary to set forth, or correctly set forth, such provision.

ARTICLE 18. CHANGE ORDERS: Without invalidating this Agreement, the District and the Contractor may agree, in writing, to performance by the Contractor of extra work or changes to the Work pursuant to this Agreement (each a "Change Order"). Each such Change Order shall specify any adjustments to the Contract Amount and/or the Contract Time attributable to the Change Order. All such Change Order work shall be performed in accordance with the requirements of this Agreement. Except in an emergency endangering life or property, the Contractor shall not perform any extra work or make any change in the Work unless pursuant to an executed Change Order, and no claim for an addition to the Contract Amount shall be valid unless specified in an executed Change Order.

ARTICLE 19. INVOICING OF PAYMENT IF CONTRACT TIME IS LESS THAN 45 DAYS: If the initial Contract Time is less than 45 days, the District shall pay the full amount payable to the Contractor in a single lump-sum payment (i.e., without progress payments). In such event, the Contractor shall submit to the District a single invoice requesting full and final payment only after the Contractor has fully completed, and the District Board has accepted, the Work. As a

condition precedent to the District's obligation to pay such amount to the Contractor, the Contractor must submit with its invoice an executed copy of a "Conditional Waiver and Release on Final Payment" in the form specified in Civil Code Section 8136, which shall be applicable to the full payment for the Work.

ARTICLE 20. SCHEDULE OF VALUES IF

CONTRACT TIME IS 45 DAYS OR MORE: If the initial Contract Time is 45 days or more, then, prior to commencing the Work, the Contractor must submit to the District a proposed schedule of the values allocated to the various portions of the Work ("Schedule of Values"), which must, among other things: (i) allocate the Contract Amount (in dollars) to each separate component (e.g., activity, item, location, *et cetera*) of the Work, with not less than five percent (5%) of the total Contract Amount allocated to final inspection of the Work; and (ii) project when each component of the Work will be completed. The Contractor must not "front-load" the Schedule of Values by allocating increased or otherwise false dollar amounts to early stages of the Work. Upon approval of any Change Order that affects the Contract Amount, the Contractor must submit to the District an adjusted Schedule of Values that accommodates the authorized changes in the Work. The initial and each adjusted Schedule of Values is subject to reasonable approval by the District; therefore, the Contractor must modify any Schedule of Values as reasonably requested by the District, and the District shall not be required to make any payment to the Contractor unless and until the Contractor has obtained approval of the Schedule of Values.

ARTICLE 21. INVOICING OF PAYMENTS IF CONTRACT TIME IS 45 DAYS OR MORE: If the initial Contract Time is 45 days or more, then, after approval of the Schedule of Values, and on or before the 7th day of each month during the Contract Time, the Contractor must submit invoices to the District for payment of the portion of the Work that was completed during (or, if not previously compensated, prior to) the immediately preceding month, and the amounts

requested in each such invoice must be consistent with the approved Schedule of Values. With each such invoice, the Contractor must submit to the District: (i) an executed copy of the "Conditional Waiver and Release on Progress Payment" in the form specified in Civil Code Section 8132, which shall be applicable to the amount specified in the invoice; and (ii) an executed copy of an "Unconditional Waiver and Release on Progress Payment" in the form specified in Civil Code Section 8134, which shall be applicable to all amounts, if any, previously paid to the Contractor as to which the Contractor has not already submitted an executed Unconditional Waiver and Release on Progress Payment.

ARTICLE 22. FINAL PAYMENT: If the initial Contract Time is 45 days or more, the Contractor shall submit to the District an invoice for final payment for the Work only after the Contractor has fully completed, and the District has given final inspection approval of the Work. With such invoice, and as a condition precedent to the District's obligation to make the final payment to the Contractor, the Contractor must submit to the District an executed copy of the "Conditional Waiver and Release on Final Payment" in the form specified in Civil Code Section 8136, which shall be applicable to the total amount of the final payment.

ARTICLE 23. PAYMENT PROCEDURES: The District shall review each invoice requesting payment for some or all of the Work and, as soon as practicable, but not later than 7 days after receipt of the request, shall: (i) determine 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 request for payment, less any amounts that may be withheld or retained pursuant to this Agreement or applicable law, within 30 days of receipt of such request and in accordance with Public Contract Code Section 20104.50. If the District has requested additional information in support of the payment request, the time for payment pursuant shall be extended by the number of days required for the Contractor to provide the requested information but reduced by the number of days the District by which it exceeded the 7-day period described above in this Article.

ARTICLE 24. LIQUIDATED DAMAGES: Time is of the essence with respect to this Agreement and completion of the Work. The Parties acknowledge and agree that the District will suffer damages if the Contractor does not complete the Work within the Contract Time. Because it is impractical and infeasible to determine the actual amount of damages the District will incur, in accordance with Government Code Section 53069.85, the Contractor shall pay to the District liquidated damages at the rate specified in Paragraph H of Attachment A for each and every calendar day (or portion thereof, if not a full day) that any of the Work remains uncompleted after the Contract Time has expired ("Liquidated Damages"). Liquidated Damages shall constitute compensation to the District for Contractor's delay or delay caused by its subcontractors, suppliers, *et cetera*, in completion of the Work and shall not be construed as a penalty or forfeiture of any other right or remedy under this Agreement or applicable law. In the event Contractor fails to pay any such Liquidated Damages, the District may deduct such amount(s) from any payments due (or that may become due) to Contractor pursuant to this Agreement and/or may be invoiced to the Contractor. Nothing in this Section shall be deemed or construed to preclude the District from recovering other or additional damages, as provided by this Agreement or applicable law, as may be attributable to any breach or default by

the Contractor of its obligations pursuant to this Agreement.

ARTICLE 25. CLAIMS PROCEDURES: The Contractor must file any and all claims against the District arising from this Agreement and/or the Work (each a “Claim”) pursuant to and in accordance with Government Code Section 900 *et seq.*

ARTICLE 26. DRUGS, TOBACCO AND ALCOHOL: District policies prohibit the presence and/or use of non-prescription drugs, tobacco products, and alcohol on all District properties, including, without limitation, the Work Site. The Contractor must inform all persons who will be on or at the Work Site in connection with the Work, in writing, of such prohibition, and the Contractor must stop and prevent recurrence of any use or abuse of drugs, tobacco and alcohol on or at the Work Site that occurs. If any person on or at the Work Site in connection with the Work fails to comply with the District policies described in this Article, the Contractor shall be in default of its obligations pursuant to this Agreement for purposes of Article 15 of these General Provisions.

ARTICLE 27. LEAD AND LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 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 28. ASBESTOS: The Contractor hereby acknowledges that, if the Work involves or creates any disturbance of any existing structures, utilities or other improvements, then asbestos or asbestos-containing materials likely will be present on or at the Work Site. The Contractor shall be deemed and construed for all purposes of the Agreement to have undertaken the Work with full knowledge of the currently accepted standards, hazards, risks and liabilities

associated with asbestos and asbestos-containing materials. The Contractor shall be solely responsible and liable for safely and appropriately performing any Work that may disturb any asbestos or asbestos-containing materials.

Notwithstanding anything to the contrary, in no circumstances may the Contractor use or incorporate into the Work any asbestos or asbestos-containing materials, or use or employ in connection with the Work any equipment, tools, clothing or other things that contain or incorporate asbestos or asbestos-containing materials.

For purposes of the Agreement: (i) “asbestos” means any naturally occurring fibrous hydrated mineral silicate, including, without limitation, chrysotile, crocidolite, amosite, fibrous tremolite, fibrous anthophyllite, and fibrous actinolite; and (ii) “asbestos-containing materials” means materials or products formed by mixing asbestos fibers with other materials, such as cement, rock wool, plaster, cellulose, clay, vermiculite, perlite, adhesive, *et cetera*.

If the Contractor violates the foregoing prohibition against asbestos and asbestos-containing materials, or otherwise is responsible for asbestos contamination on, at or in the vicinity of the Work Site, the Contractor shall be solely responsible and liable for any and all damages, costs and/or delays incurred by the District associated with such asbestos and/or asbestos-containing materials, including, without limitation, costs incurred by the District for additional administrative, consultant, and contractor services.

ARTICLE 29. COMPLIANCE WITH APPLICABLE LAWS: In connection with the performance of the Work, the Contractor shall comply with all laws, codes, regulations, ordinances, and other governmental requirements applicable to the Work.

ARTICLE 30. WORK-RELATED RECORDS: The Contractor shall maintain all documents, books,

papers, accounting records, computer files, and other information related to the Work and to the performance of the Work (“Work Records”), including, but not limited to, Change Orders. The Contractor shall keep such accurate and comprehensive Work Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Agreement. All Work Records, as applicable, shall be maintained in accordance with generally accepted accounting principles.

If the Contract Amount, as adjusted pursuant to this Agreement, 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 Work Records during the three-year period following final payment to the Contractor pursuant to the Agreement. In addition, the District hereby has the right to examine, review, audit and/or copy the Work Records during such three-year period. Therefore, the Contractor shall make the Work Records available at its offices at all reasonable times during the performance of the Work and for three years from the date of final payment to the Contractor pursuant to this Agreement. However, if any audit is commenced within such three-year period, the Contractor shall make the Work 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 Work, the Contractor shall retain and make available the Work Records for such longer period as may be required by federal law.

**ATTACHMENT E
CERTIFICATION REGARDING WORKERS' COMPENSATION**

District: Alvord Unified School District

Work: Child Nutrition Services

Contractor: I and R Trailer and Lift Gate Corp.

Labor Code Section 3700 provides, in relevant part, that:

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

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

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

The undersigned hereby certifies, subject to penalty for perjury, that: (i) I am a duly authorized representative of the Contractor and, in that capacity, have executed this certification on behalf of the Contractor; (ii) I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor shall comply with such provisions before commencing the performance of the Work required by the Agreement for the above-referenced Work; and (iii) the Contractor will maintain such insurance in place at all times prior to full and final completion of the Work.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

**ATTACHMENT F
PAYMENT BOND**

**ATTACHMENT G
PERFORMANCE BOND**