

PUBLIC WORKS PROJECT REQUIREMENTS AND DOCUMENTS

- 1.) Temporary fences, barricades, enclosures, warning signs, etc., shall be provided and maintained by the Contractor to keep school children, staff and public restricted and safe from the work to the satisfaction of the District.
- 2.) The Santa Monica-Malibu Unified School District is an Alcohol, Drug and Tobacco Free Work Place and all contractors are to adhere to this policy while working on District property.
- 3.) All insurance certificates and contract documents must be in order, properly executed, and on file with the District office prior to commencement of work. Please note that all insurance certificate requirements must be met.
- 4.) State of California prevailing wage rates are required for all District projects > \$1,000.
- 5.) Contractor assumes full responsibility for the removal and hauling away from site all debris materials, supplies, tools and equipment generated by his/her operations. The use of District trash bins is not allowed.
- 6.) The Contractor agrees that he/she shall assume sole and complete responsibility for job site conditions during the course of work on this project, including the safety of all persons and property that said requirement should apply continuously and not be limited to normal business hours. All materials and equipment shall be secured after working hours. No materials or equipment are to be left unsecured at any time.
- 7.) Any damage by Contractor to existing facilities, grounds and/or appurtenances resulting from Contractor's operations including, but not limited to, landscape plants or turf, irrigation system, sidewalks, curbs, playground equipment, asphalt and concrete, flatwork, fencing, walls, etc., in the immediate area of work and/or school premises shall be repaired by replacement at no additional cost to the District. All damage shall be repaired before final acceptance of work
- 8.) References: Where reference is made to standard specifications and codes, the latest edition and revisions shall be used. All work shall comply with the following codes: OSHA, Uniform Building Codes, and Standard Specifications for Public Work Construction Application Section, Building Materials and Design Guidelines, Santa Monica-Malibu Unified School District Specifications.
- 9.) All work shall be subject to acceptance by a District representative.
- 10.) All contractors are to adhere to local noise ordinance restrictions (Santa Monica Code Section 4.12.110 and Malibu Municipal Code 8.24.050).
- 11.) The Contractor agrees to the General Instruction to Bidder.
- 12.) Workers Compensation is on file.
- 13.) Payment Bond required on all Public Works Projects (>\$25,000)
- 14.) Contractor shall be licensed by the California State Contractor License Board and licensed to conduct business in Santa Monica and Malibu. Contractor shall hold a
General A _____, B _____, or _____ Contractor License, # _____, expires _____.
- 15.) Number of calendar days to complete project _____,
Project Start Date _____ End Date _____
- 16.) Liquidated Damage of \$ _____ per day.
- 17.) District Agreement
- 18.) Retention of 5% will be withheld from progress payments on projects exceeding \$5,000.00. (PCC 9203). In order to be paid more than 95% of the total project cost, contractor must provide proof that the project is complete and the LEA has accepted the actual work completed. Items >\$24,999 need board of education approved prior to release of final 5% retention.
- 19.) DIR Registration # _____, registered date _____ and exp. date _____
I agree and understand the above listed District requirements for the project

Company Name

Authorized Signature

Date

Printed Name

Initial _____



Santa Monica-Malibu Unified School District
BP 3513.3
Business and Noninstructional Operations

Tobacco-Free Schools

The Board of Education recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff.

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students and visitors at any instructional program, activity or athletic event. Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. (Health and Safety Code 104495)

Legal Reference:

EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

HEALTH AND SAFETY CODE

39002 Control of air pollution from non-vehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

LABOR CODE

6404.5 Occupational safety and health: use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7111-7117 Safe and Drug Free Schools and Communities Act

PERB RULINGS

Eureka Teachers Assn v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)

CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)

Management Resources:

WEB SITES

CDE: <http://www.cde.ca.gov>

California Department of Health Services: <http://www.dhs.ca.gov>

Occupational Safety and Health Standards Board: <http://www.dir.ca.gov/OSHSB/oshsb.html>

Environmental Protection Agency: <http://www.epa.gov>

Adopted: August 19, 2009 Santa Monica, California

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____

CONTRACTOR _____

By: _____
Signature

Initial _____

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE,
ILLEGAL DRUGS AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR shall take all steps necessary to ensure that employees of the CONTRACTOR or any of its subcontractors and their employees do not use, consume, or work under the influence of any alcohol, illegal drugs or tobacco while on the Project.

DATE: _____

CONTRACTOR

By: _____
Signature

Initial _____

INSURANCE REQUIREMENTS

A certificate of Insurance Evidencing Bodily injury and Property Damage Liability in the amount of \$1,000,000 combined Single Limit is required. Evidence of Automobile Liability coverage is also required if owned or non-owned vehicle come on the property or a parked on the premises.

Santa Monica-Malibu Unified School District must be named as an “Additional Insured” by endorsement to each policy.

Cancellation Clause- a thirty (30) day written notice of cancellation, reduction or expiration of coverage is required.

Evidence of Workers’ Compensation coverage is required.

All bonding and insurance coverage is to be written by an insurance/bonding company rated A or better, as listed in Best’s Key Rating Guide.

The additional insured endorsement shall be an ISO CG 20 10 (04-13) and ISO CG 20 37 (04-13) or their equivalent as determined by the District in its sole discretion.

If District Project:

Certificate of Insurance is to be sent to:

Santa Monica-Malibu Unified School District
1651 16th Street, Santa Monica, CA 90404
Attn: Gary Bradbury

If Bond Program:

Certificate of Insurance is to be sent to:

Santa Monica-Malibu Unified School District
Facility Improvement Department
2828 4th Street, Santa Monica, CA 90405
Attn: Sheere Bishop

California Prevailing Wage requirements for all jobs >\$1,000

The District operates a Labor Compliance Program pursuant to California Labor Code Sections 1771.5 and 1771.7. Copies of the Labor Compliance Program are available at the District office.

In compliance with the provisions of the California Labor Code, hereby incorporated herein, all workers employed by the Contractor or any Subcontractor of any tier performing Work under this Contract shall be paid not less than the general prevailing rate of per diem wages in effect at the time of execution of the Contract for each craft, classification or type of worker needed to execute the Work under this Contract. Although the District will rely upon the determinations made by the California State Director of Industrial Relations for wage rates, the District reserves the right to establish wage rates and determine classifications in the event of a dispute, as allowed by law.

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the California Labor Code, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Contract. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract.

Per diem wages pursuant to California Labor Code Section 1773.1 shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in said Section 1773.1 of the California Labor Code, apprenticeship or other training programs authorized by Section 3093 of the California Labor Code, and similar purposes when the term per diem wages is used herein.

Pursuant to Section 1773.6 of the California Labor Code, if during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in the prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, he shall make the change available to the District, but the change shall not affect any request for bids or the Contract subsequently awarded.

Pursuant to Section 1815 of the California Labor Code, holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1-1/2) times the specified rate of per diem wages, unless otherwise specified.

There shall be paid to each worker of the Contractor, or any Subcontractors of any tier engaged in Work on the Project, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor of any tier and such worker.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit as a penalty to the District not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the prevailing wage rates for such work or craft in which such worker is employed for any Work performed under the Contract by the Contractor or any Subcontractor of any tier, except as otherwise provided in Section 1775(b). The difference between the prevailing rates and the amount actually paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by the Contractor or Subcontractor. Such amounts may be retained or withheld from the Contract Price in accordance with Section 6d hereof. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's or Subcontractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the Contractor or Subcontractor, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the willful failure by the Contractor or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of his or her obligations under this Section 60. All penalties or forfeitures from prevailing wage violations shall be deposited into the District's general fund, pursuant to California Labor Code Sections 1771.5 and 1771.6.

Initial _____

Any contract executed between the Contractor and any Subcontractor for the performance of Work under this Contract shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code.

The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by each Subcontractor to each Subcontractor's employees, by periodic review of the certified payroll records of each Subcontractor.

The Contractor and Subcontractor shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. The District shall review, and, if appropriate, audit payroll records to verify compliance with Chapter 1, Part 7, Division 2 of the California Labor Code.

Upon becoming aware of the failure of any Subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the Subcontractor for any Work performed under the Contract.

Prior to making final payment to any Subcontractor for any Work performed under the Contract, the Contractor shall obtain and provide to the District an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees in connection with the Work and any amounts due pursuant to California Labor Code Section 1813.

The Division of Labor Standards Enforcement shall notify the Contractor within fifteen (15) days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of any Subcontractor to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of any Subcontractor were not paid the general prevailing rate of per diem wages and if the District did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a Subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within one hundred eighty (180) days of the filing of a valid notice of completion or District's acceptance of the Project, whichever occurs later, the Contractor shall pay all moneys retained from the Subcontractor to the District. If the Subcontractor prevails in the enforcement action, the District shall release any funds retained pursuant to this Section 60.

Contractor shall post, at appropriate conspicuous points on the Project Premises, a schedule showing all determined general prevailing wage rates.

The Contractor is responsible for ascertaining and complying with all rates for all crafts utilized in and during the Work. Questions pertaining to prevailing wages should be directed to the following address:

Division of Labor Statistics and Research
P. O. Box 420603
San Francisco, California 94142
(415) 703-4281

Pursuant to California Labor Code Section 1771, the payment of prevailing wage rates is not required on any project of One Thousand Dollars (\$1,000) or less.



Santa Monica Municipal Code

Article 4 PUBLIC WELFARE, MORALS AND POLICY

Chapter 4.12 NOISE

4.12.110 Restrictions on demolition, excavation, grading, spray painting, construction, maintenance or repair of buildings.

(a) No person shall engage in any construction activity during the following times anywhere in the City:

(1) Before eight a.m. or after six p.m. on Monday through Friday, except that construction activities conducted by employees of the City of Santa Monica or public utilities while conducting duties associated with their employment shall not occur before seven a.m. or after six p.m. on Monday through Friday;

(2) Before nine a.m. or after five p.m. on Saturday;

(3) All day on Sunday;

(4) All day on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as those days have been established by the United States of America.

(b) Except as set forth in subsection (d) of this Section, the noise created by construction activity shall not cause:

(1) The equivalent noise level to exceed the noise standards specified in Section 4.12.060 of this Chapter, for the noise zone where the measurement is taken, plus twenty dBA, or

(2) A maximum instantaneous A-weighted, slow sound pressure level to exceed the decibel limits specified in Section 4.12.060 of this Chapter for the noise zone where the measurement is taken plus forty dBA, for any period of time.

(c) Prior to the issuance of a building permit, all development projects located within five hundred feet of any residential development or other noise sensitive land uses must submit a list of equipment and activities required during construction. In particular, this list shall include the following:

(1) Construction equipment to be used, such as pile drivers, jackhammers, pavement breakers or similar equipment;

(2) Construction activities such as twenty-four hour pumping, excavation or demolition;

(3) A list of measures that will be implemented to minimize noise impacts on nearby residential uses;

(d) Any construction that exceeds the noise levels established in subsection (b) of this Section shall occur between the hours of ten a.m. and three p.m., Monday through Friday.

(e) A permit may be issued authorizing construction activity during the times prohibited by this Section whenever it is found to be in the public interest. The person obtaining the permit shall provide notification to persons occupying property within a perimeter of five hundred feet of the site of the proposed construction activity prior to commencing work pursuant to the permit. The form of the notification shall be approved by the City and contain procedures for the submission of comments prior to the approval of the permit. Applications for such permit shall be in writing, shall be accompanied by an application fee and shall set forth in detail facts showing that the public interest will be served by the issuance of such permit. Applications shall be made to the Building Officer. No permit shall be issued unless the application is first approved by the Director of Environmental and Public Works Management, the Building Officer, the Chief of Police and the Director of Planning and Community Development. The City Council shall establish by resolution fees for the filing and processing of the application required by this subsection (e) and any required compliance monitoring. This fee may be revised from time to time by resolution of the City Council. (Added by Ord. No. 2115CCS § 1 (part), adopted 2/24/04)



Malibu Municipal Code

Title 8 Health and Safety

Chapter 8.24 Noise

8.24.050 Prohibited acts.

Notwithstanding any other provisions of this chapter, the following acts and the causing or permitting thereof, are declared to be in violation of this chapter:

- A. Unnecessary noises: the unnecessary making of, or knowingly and unnecessarily permitting to be made, any loud, boisterous or unusual noise, disturbance, commotion or vibration in any boarding facility, dwelling, place of business or other structure, or upon any public street, park or other place or building, except the ordinary and usual sounds, noises, commotion or vibration incidental to the operation of said places when conducted in accordance with the usual and normal standard of practice applicable thereto and in a manner which will not disturb the peace and comfort of adjacent residences or which will not detrimentally affect the operators or customers of adjacent places of business;
- B. Radios, phonographs, etc. the using, operating or permitting to be played, used or operated between the hours of ten p.m. and seven a.m. of any radio, musical instrument, phonograph, television set, or instrument or device similar to those heretofore specifically mentioned for the production or reproduction of sound in volume sufficiently loud as to disturb the peace, quiet or repose of persons of ordinary and normal sensitiveness who are in the immediate vicinity of such machine or device;
- C. Band or orchestral rehearsals: the conducting of or carrying on of band or orchestral concerts or rehearsals or practice between the hours of ten p.m. and seven a.m. sufficiently loud as to disturb the peace, quiet or repose of persons of ordinary and normal sensitiveness who reside in the immediate vicinity of such band or orchestral concerts or rehearsals or practice;
- D. Engines, motors and mechanical devices near residential district: except as provided in subsection G of this section regarding construction-related noise, the sustained operation or use between the hours of ten p.m. and seven a.m. of any electric or gasoline powered motor or engine or the repair, modification, reconstruction, testing or operation of any automobile, motorcycle, machine or mechanical device or other contrivance or facility unless such motor, engine, automobile, motorcycle, machine or mechanical device is enclosed within a sound insulated structure so as to prevent noise and sound from being plainly audible at a distance of fifty (50) feet from such structure, or within ten (10) feet of any residence;
- E. Motor vehicles: racing the engine of any motor vehicle or needlessly bringing to a sudden start or stop of any motor vehicle;
- F. Loading and unloading: loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans or similar objects between the hours of ten (10) p.m. and seven a.m. in such a manner as to cause noise disturbance;
- G. Construction: operating or causing the operation of any tools, equipment, impact devices, derricks or hoists used in construction, chilling, repair, alteration, demolition or earthwork, on weekdays between the hours of seven p.m. and seven a.m., before eight a.m. or after five p.m. on Saturday, or at any time on Sundays or holidays, except as provided in Section 8.24.060(D);
- H. Nonemergency signaling devices: sounding or permitting the sounding of any electronically-amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for nonemergency purposes, from any place, for more than ten (10) consecutive seconds in any hourly period.

Houses of religious worship shall be exempt from the operation of this provision.

Sound sources included within this provision which are not exempted under Section 8.24.060 may be exempted by a variance issued by the city manager;

I. Emergency signaling devices:

1. The intentional sounding or permitting the sounding outdoors of any emergency signaling device including fire, burglar, civil defense alarm, siren whistle or similar emergency signaling device, for testing, except as provided in subsection (H)(2) of this section,
2. Testing of an emergency signaling device shall not occur before seven a.m. or after seven p.m. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed sixty (60) seconds. Testing of the emergency signaling system shall not occur more than once in each calendar month,
3. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm unless such alarm is terminated within fifteen (15) minutes of activation;

J. Noises by Animals. It is unlawful for any person having charge, care, custody, or control of any animal to permit such animal to emit any excessive noise which is disturbing or offensive. The city shall enforce this subsection as follows:

1. Complaints must be submitted in writing and shall include the name, address, and telephone number of the complainant, as well as the address of the animal owner and description of the noise.
2. Upon receiving a complaint involving whining, barking, howling, screeching or similar animal noise, the city shall cause the following to be performed:
 - a. Issue notice of noise complaint to the animal owner or custodian of the animal advising such person of the alleged noise and requesting immediate steps to abate the same,
 - b. Notice shall adequately describe the noise complaint to assist the animal owner in recognizing and correcting the problem,
 - c. If a second complaint is received, the city shall issue a notice apprising the animal owner or custodian of the complaint and directing the same to abate the noise. Such notice shall contain a provisions that within five days of receipt thereof the animal owner or custodian may request a hearing with a city representative to discuss the notice of noncompliance,
 - d. Should the problem remain unresolved by the end of the time limit noted in the notice of noncompliance, a second notice with a five day limit shall be issued,
 - e. If the problem is not resolved at the end of this five-day period, a citation shall be issued to the owner or custodian of the animal;

K. Leaf blowers: the use or operation of any portable machine powered with a combustion or gasoline engine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns and other surfaces;

L. Commercial establishments adjacent to residential property: sustained noise from the premises of any commercial establishment, including any outdoor area part of or under the control of the establishment, between the hours of ten p.m. and seven a.m. shall not be plainly audible at a distance of five feet of any residential dwelling unit;

M. No person shall make, or cause or suffer, or permit to be made upon any public beach, occupied by such person, any unnecessary noises, sounds or vibrations which are physically annoying to reasonable persons of ordinary sensitivity or which are so harsh or so prolonged or unnatural or unusual in their use, time, or place as to occasion unnecessary discomfort to any persons within five hundred (500) feet of the place from which said noises emanate or which interfere with the peace and comfort of other occupants of the beach or the residents of the neighborhood or their guests, or the operators or customers in places of business in the vicinity, or which may detrimentally or adversely affect such occupants or residences or places of business. (Ord. 188 § 2, 1999; Ord. 94 § 1, 1993; prior code § 4204)

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
 1651 SIXTEENTH STREET, SANTA MONICA, CA 90404
 (310) 450-8338

SMMUSD INSTRUCTIONS TO CONTRACTORS

1. **PROPOSALS:** Proposals, to receive consideration, should be made in accordance with the following instructions:

- A. Proposals must be signed by a responsible officer of the company in order to be considered. The completed proposal should be without interlineations, alterations or erasures.
- B. Should a contractor find discrepancies in or omissions from the drawings or documents, or should he/she be in doubt as to their meaning, he/she should at once notify the District's Purchasing Director, **in writing**, at 1651 Sixteenth Street, Santa Monica, CA 90404 (310) 450-8338 X249. The Purchasing Director will send written instructions to all contractors. Neither District nor its representative will be responsible for any oral instructions.
- C. All addenda or bulletins issued during the bidding period are to be included in the proposal, and they will become a part of the contract.
- D. Proposals shall be addressed to the District and shall be delivered to the District enclosed in a sealed envelope addressed to Santa Monica-Malibu Unified School District, Purchasing Department, 1651 Sixteenth Street, Santa Monica, CA 90404. The envelope shall bear the title of the proposal and the name of the contractor. No faxed proposals or amendments to proposals shall be accepted.

The envelope containing the proposal documents may be mailed or delivered in person, but delivery of the proposal and any accompanying documents is the sole responsibility of the contractor.

2. **AWARD OR REJECTION OF PROPOSALS:** The contract, if awarded, will be awarded to the lowest responsible contractor based on either the lowest total or the lowest of individual items received and in compliance with these instructions. The District reserves the right to award all or part of the proposal to one or more contractors. The competency and the responsibility a contractor will be considered in making the award of the contract. Any contractor before being awarded a contract may be required to furnish evidence satisfactory to the District that he has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the proposal of any contractor who have previously failed to perform or to complete on time contracts with the District of a nature similar to this project. The District reserves the right to reject any and all proposals or alternates and waive any informality or irregularity in the proposal.

3. **INSPECTION AND EQUIPMENT DEMONSTRATION:** The District, prior to award of proposal, reserves the right to inspect the facilities and manufacturing of equipment of the Vendor, and to require a demonstration of the equipment offered by the Vendor, at a time and place acceptable to District representatives.

If District representative determines after such inspection and demonstration that the contractor is not capable of performance satisfactory to the District, its proposal shall not be considered.

4. **NOTIFICATION OF AWARDS:** Notification of awards will be made by letter to all successful contractors at the earliest convenient date.

Initial _____

5. HOLD HARMLESS: The vendor shall hold the Santa Monica-Malibu Unified School District, its officers, agents, servants and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

The Contractor, at its own expense and risk, shall defend any legal proceedings that may be brought against the District, the Board, its officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

6. AUTHORIZATION TO PROVIDE PRODUCTS: The Contractor represents that it is authorized to furnish the products being provided. The Contractor shall hold harmless and indemnify the District, its Board of Trustees, officers, employees and representatives from and against all liabilities, claims, actions, losses, costs, and obligations resulting from any action brought against the District, its Board of Trustees, officers, employees, and representatives based on an allegation that the Contractor was not authorized to provide the products or that those products infringe a United States patent or copyright.

If injunctive relief is obtained against the District's use of a product by reason of such infringement, the Contractor shall, at the District's option, and at the Contractor's expense: (1) procure for the District the right to continue using the product, or (2) replace or modify the product so that no infringement of patents or copyrights exists.

7. FORM OF CONTRACT: The form of contract which the successful contractor will be awarded is a District Contract, referencing Contract Specifications and other contract documents.

8. ASSIGNMENT OF CONTRACT: Vendor shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this agreement.

9. INDEPENDENT CONTRACTOR: While performing services hereunder, Vendor is an independent Contractor and not an officer, agent or employee of the Santa Monica-Malibu Unified School District.

10. INSURANCE REQUIREMENTS: The successful Contractor shall not commence work under the contract until he has been approved by the District; nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all employees engaged on or at the sites. In case any of his work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all the latter's employees to insure that they are covered by the Worker's Compensation Insurance carried by the General Contractor.

The Contractor shall provide adequate insurance coverage satisfactory to the District for the protection of employees engaged in hazardous work under this Contract, on or at the sites, or any other employee not otherwise covered for any other reason, under the Worker's Compensation Statute.

Failure to maintain the required insurances and furnish the required certificates may be considered a breach of contract by the Contractor, and the District may terminate the agreement without waiver of any other remedy it may have.

11. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall take out and maintain, during the life of this contract, such Public Liability and Property Damage Insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor shall carry and require all subcontractors to take out and maintain similar Public Liability and Property Damage Insurance in the Amount of \$1,000,000.00

PUBLIC LIABILITY INSURANCE

Injuries and Accidental Death

For any one person.....\$1,000,000.00

For any one accident.....\$1,000,000.00

12. **PROPERTY DAMAGE INSURANCE:** When automotive and truck equipment or a material hoist is operated on the site, these special hazards shall be covered by riders to the above mentioned Public Liability Insurance and Property Damage insurance policies or by special policies of Insurance in the same amount.

The Contractor shall furnish the District with satisfactory proof of full compliance with all of these Insurance requirements and submit to the district a Certificate of Insurance for each policy required.

13. **SEVERABILITY AND APPLICABLE LAW:** Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this agreement shall be held invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this agreement, unless such invalidity would defeat the purpose of this agreement or the intent of the parties.

14. **SAFETY AND SECURITY:** Contractors' representatives driving motor vehicles on school grounds must use extreme caution during the times when school is in session or when children are on the playground. Drivers entering school premises when school is not in session will lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual Condition noted by drivers such as gates or door found unlocked and/or opened, evidence of vandalism, etc., must be reported to the District Security Officer or Operations Manager as soon as possible.

15. **ANTI-DISCRIMINATION:** The Governing Board of the Santa Monica-Malibu Unified School District has adopted an Affirmative Action Program for equal employment opportunities for all School District purchasing contracts. The contractor shall familiarize himself with these requirements and is to consider them as a binding part of the contract.

16. **AMERICANS WITH DISABILITIES ACT:** It is the policy of the Santa Monica-Malibu Unified School District to comply with all relevant and applicable provisions of the Americans with Disabilities Act. All organizations/individuals providing services under contract to the Santa Monica-Malibu Unified School District must agree to provide services in a nondiscriminatory manner consistent with the Americans with Disabilities Act.

17. **SMOKE FREE WORK PLACE:** The District has declared that it is in the best interest of the Santa Monica-Malibu Unified School District, its students and employees, and the public to prohibit the use of tobacco products within all District facilities, on all exterior grounds when pupils are on site and in all District vehicles. (BP 4250) Vendors are therefore not permitted to smoke while on District property.

18. **DEFAULT BY CONTRACTOR:** The District shall hold the contractor responsible for any damage which may be sustained because of the failure or neglect of the contractor to comply with any terms or conditions listed herein. If the contractor fails or neglects to furnish the services, and/or the materials or supplies listed herein at the prices specified or otherwise fails or neglects to comply with the terms of the contract, the District may upon written notice to the contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default. The District may procure articles or services from other sources and may deduct from any unpaid balance due the supplier or collect against the security, excess costs so paid. The prices paid by the District at the time such services or supplies are made shall be considered the prevailing market price.

19. **REQUIREMENTS:** Contractor shall be responsible for becoming familiar with the requirements of the District pertaining to this solicitation for proposals, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the district, whether

Initial _____

express or implied. Contractor's failure to become acquainted with the service and supply requirements of Santa Monica-Malibu Unified School District shall in no way relieve that contractor from any obligation with respect to this proposal or to the resulting agreement. The submission of a proposal shall be taken as *prima facie* evidence of compliance with this section.

20. **PROPOSAL TO BE ACCURATE AND COMPLETE:** All information proposed for equipment, supplies and services must be accurate, complete and valid for the term of the contract. The contractor is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or decreases in commission income that the contractor later alleges are retroactively applicable.

All expenses incurred by the contractor in preparing its proposal shall be borne solely by the contractor.

21. **AUTHORIZATION TO DO BUSINESS:** All contractors must be authorized to do business in California. If a contractor is a sole proprietorship or partnership, the contractor should furnish with the proposal a copy of a current business license issued in California. If the contractor is a corporation, it must be approved by the California Secretary of the State to do business in California. The contractor should provide the corporate number issued by the Secretary of State with its proposal.

22. **PROPOSAL CONSTITUTES AN OFFER:** A proposal submitted in accord with these proposal conditions and instructions constitutes an offer to enter into a contract with the District under the terms specified in these General Terms and Conditions. If a proposal is accepted by the District, an enforceable contract is thereby created.

23. **PRICES:** Prices shall be shown on the proposal for each individual item. Price each item separately on units specified. Both unit price and extensions must be shown as requested. In case of discrepancy between the unit price and the extension, the unit price will be considered correct. Each item must be considered separately by the Vendor and not in combinations with other items. Cash discounts for early payment may be taken into consideration in determining the lowest responsible vendor.

24. **QUANTITY:** The District further reserves the right to not necessarily purchase all items or services in the quantities listed in the documents. The quantities listed are estimates of the needs of the District at the time of the proposal, and may be adjusted up or down to meet the actual needs of the District when the contract is awarded.

25. **SUBSTITUTIONS:** Should brand names quoted herein become unavailable during the contract period, substitution of equal or better quality, without any change in price, may be permitted upon written approval of the District.

26. **ERRORS & CORRECTIONS:** No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed in ink by person signing the proposal. Verify your prices prior to submission as they cannot be withdrawn or corrected after being submitted. The Board of education will not be responsible for errors or omissions on the part of the Vendor in making up their proposals.

27. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the District, its officers, agents, employees, elected and appointed officials, students and volunteers from and against any and all claims, liability, loss, damage, expense, costs (including without limited costs and attorney fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of District.

28. **REFERENCES:** References must be supplied upon request.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.

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

Proper Name of Bidder

By: _____

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

Initial _____

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Santa Monica-Malibu Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, _____, the undersigned CONTRACTOR, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Santa Monica-Malibu Unified School District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to

Initial _____

recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

Initial _____

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)

) ss.

COUNTY OF)

On this _____ day of _____, in the year _____, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

(SEAL)

Notary Public in and for said State

Commission expires: _____

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

Initial _____

Purchase Order #	
------------------	--

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, in the City of Santa Monica, County of Los Angeles, State of California, by and between **SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**, a California Unified School District, hereinafter called the “District” and _____, hereinafter called the “Contractor”.

The District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as:

Project Name
School Name
School Address

Contractor shall complete all Work covered by the Contract Documents and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto issued in strict accordance with the Contract Documents.

- 1.02 Contract Time.** The Contractor shall commence performance of the Work on the date stated in the District’s Purchase Order (PO).
- 1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _____ dollars, (\$ _____).
 The Contract Price is based upon the Contractor’s Proposal.

The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

- 1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to Liquidated Damages in accordance with the Contract Documents.
- 1.05 The Contract Documents.** The Contract Documents consist of the following:

- Contractors Requirements
- Public Works Project Requirements

Initial _____

- Agreement
- Labor and Material Payment Bond (if over \$25,000)
- Fingerprinting form (if applicable)

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

1.07 Indemnification. Contractor shall defend, indemnify and hold harmless the District, its officers, agents, employees, elected and appointed officials, students and volunteers from and against any and all claims, liability, loss, damage, expense, costs (including without limited costs and attorney fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of District.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

**SANTA MONICA-MALIBU
UNIFIED SCHOOL DISTRICT,**
A California Unified School District

CONTRACTOR

Company Name

Contractor's License Number

Signature

Carey Upton

Name

Chief Operations Officer

Title

Date

Signature

Name

Title

Date

(Corporate Seal)

Initial _____

Department of Industrial Relations Registration Requirement

New Public Works Contractor Registration Law (SB 854)

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

The PWC 100 form should be completed by the awarding body. The completion and the submission of this form fulfills the required public works project award notification as required by Labor Code sec. 1773.3 (replacing former DAS-13 notification) and 8 Cal. Code Reg. sec. 16451(a).

The Davis-Bacon and Related Acts (DBRA) information as is relates to DIR process for construction projects funded by federal monies

Registration of Public Works Contractors and Subcontractors

- Registration with DIR is now mandatory as a condition for bidding, and on April 1 it will become mandatory for working on a new public works project. Here are some important things to know about this requirement.
- It only applies to bids submitted on or after March 1, 2015, and to work on projects awarded on or after April 1, 2015. It does not apply to contractors and subcontractors working on projects that were awarded prior to April 1, 2015.
- There are exceptions to the registration requirements for *bids*, which can be found in Labor Code section 1771.1.
- Awarding agencies are required to include in their bid invitations and public works contracts, notice of the following: (1) the new public works contractor registration requirement as specified in Labor Code section 1771.1(a), and (2) that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. DIR does not have standard language for these notices. However, DIR recommends including the text of Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring) in contract documents.

Contractor's license _____

DIR Registration Number _____

Registration expiration date _____

Signature of Contractor _____

Date: _____

Company legal name: _____

Initial _____

Purchase Order Instruction to Vendors

DELIVERY: Prepay shipments. Add transportation charges only if authorized hereon. If transportation charges are allowed, freight receipts must be attached to your invoices. Each item shall be securely packed and clearly marked as to contents. All materials furnished must be assembled, ready to use unless otherwise specified.

All shipments shall be accompanied by a packing slip and the District purchase order number is to appear on all cases and packages.

The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment which may be defective or fail to comply with specifications, without invalidating the remainder of the order.

INVOICES & PAYMENT: Invoices shall be submitted in duplicate under the same firm name as shown on the purchase order. The District shall make payment for materials, supplies, or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.

Cash discounts: All cash discounts shall be taken and computed from the date of delivery of acceptable material or the date of the receipt of invoices, whichever is later. If corrections or replacements are required, cash discounts will be figured from the date of satisfactory delivery.

HOLD HARMLESS CLAUSE: The supplier shall hold harmless and indemnify the School District and the Santa Monica Board of Education, its officers and employees, from every claim or demand which may be made by reason of:

- a) Any injury to person or property sustained by the supplier or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order, however caused.
- b) Any injury to person or property sustained by any person, firm or corporation, caused by and act, neglect, default or omission of the supplier or of any person, firm or corporation directly or indirectly employed by him upon or in connection with his performance under the purchase order.
- c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the purchase order.

DEFAULT BY VENDOR: If the supplier fails or neglects to furnish or deliver any of the materials, supplies or services at the prices stated and in accordance with the terms and conditions of the purchase order, the District may cancel the entire purchase order or any items affected by such default; may procure the articles or services from other sources and may deduct from any unpaid balance due the supplier or collect against the security, excess costs so paid. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices.

Signature of Acknowledgement: _____

Date: _____

Initial _____

SAFETY REQUIREMENTS: Vendor must warrant that products and installation meet all federal and state health and safety regulations. All equipment must conform with the Safety Orders of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at time of order. All power tools and equipment must be provided with three wire grounded cords and plugs or be double insulated to prevent electrical shock. All stationary equipment shall be furnished with magnetic type switches located within easy reach of operator. The Vendor certifies by delivery that all items furnished under this purchase order meet or exceed applicable CAL-OSHA codes, if any.

MSDS SHEETS: Vendors receiving purchase orders on items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations must submit to the District Material Safety Data Sheets for those items, when requested and will not receive payment for goods until received. All art and chemicals ordered shall be accompanied by MSDS sheets.

ASSIGNMENT OF CONTRACT: Vendor shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this agreement without prior written authorization by the District.

SERVICE/MAINTENANCE AGREEMENTS: Any service or maintenance agreements shall run through the end of each fiscal year, June 30th, unless the dates of the contract period are specifically stated on the purchase order. Most contracts will run July 1 through June 30 of any fiscal year. No cancellation notice is required.

ANTI-DISCRIMINATION: The Governing Board of the Santa

Monica-Malibu Unified School District has adopted an Affirmative Action Program for equal employment opportunities and for all School District purchasing contracts. The vendor shall familiarize himself with these requirements and is to consider them as a binding contract.

AMERICAN WITH DISABILITIES ACT: It is the policy of the Santa Monica-Malibu Unified School District to comply with all relevant and applicable provisions of the Americans with Disabilities Act. All organizations/individuals providing services under contract to the Santa Monica-Malibu Unified School District must agree to provide services in a nondiscriminatory manner consistent with the Americans with Disabilities Act.

SMOKE FREE WORK PLACE: The District has declared that it is in the best interest of the Santa Monica-Malibu Unified School District, its students and employees, and the public to prohibit the use of tobacco products within all District facilities, on all exterior grounds when pupils are on site and in all District vehicles. (BP 4250) Vendors are therefore not permitted to smoke while on District property.

FINGERPRINTING CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE §45125.1

_____, certifies and declares as follows:

I am an officer, owner or other responsible individual of

_____ with the personal

(Company Name) (hereinafter "Contractor")

knowledge and authority to make the following representations on its behalf.

- Contractor has obtained, or is in the process of obtaining a contract with

_____ for the performance
of services consisting of the following:

- The services described above are to be performed at _____
on the following days and times:
- Contractor acknowledges that it has received, read and is familiar with Education Code Section 45122.1.
- The following individuals are employees of contractor who may come in contact with pupils in the performance of services described in Paragraph 1 above:
- I certify that Contractor has submitted the fingerprints of the above identified individuals to the Department of Justice for a criminal background check and has received a full and complete response.
- I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1

Dated: _____

Entity: _____

By: _____

Title: _____

Signature

Initial _____

REFERENCES

List five references of places you have provided similar services, in the past. References must be current, used within the last 2 years. Vendors with references from school districts or companies with multiple locations will be given preference over those who do not.

COMPANY NAME _____**ADDRESS** _____**TELEPHONE NUMBER** _____**CONTACT PERSON** _____**TYPE OF WORK/SERVICE DONE** __________
_____**DATES OF WORK CONTRACTED** __________
_____**COMPANY NAME** _____**ADDRESS** _____**TELEPHONE NUMBER** _____**CONTACT PERSON** _____**TYPE OF WORK/SERVICE DONE** __________
_____**DATES OF WORK CONTRACTED** __________
_____**COMPANY NAME** _____**ADDRESS** _____**TELEPHONE NUMBER** _____**CONTACT PERSON** _____**TYPE OF WORK/SERVICE DONE** __________
_____**Initial** _____

DATES OF WORK CONTRACTED

COMPANY NAME

ADDRESS

TELEPHONE NUMBER

CONTACT PERSON

TYPE OF WORK/SERVICE DONE

DATES OF WORK CONTRACTED

COMPANY NAME

ADDRESS

TELEPHONE NUMBER

CONTACT PERSON

TYPE OF WORK/SERVICE DONE

DATES OF WORK CONTRACTED

DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE") PARTICIPATION GOAL

1. DVBE Participation Policy. The District is committed to achieving its established Participation Goal for Disabled Veteran Business Enterprises ("DVBEs"). Through the DVBE participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

2. Definitions.

2.1 Disabled Veteran. A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is domiciled in the State of California.

2.2 Disabled Veteran Business Enterprise. A "Disabled Veteran Business Enterprise" ("DVBE") means a business enterprise certified by the Office of Small Business and Disabled Veteran Business Enterprise Services, State of California, Department of General Services, pursuant to Military and Veterans Code §999, or an enterprise certifying that it is a DVBE by meeting all of the following requirements: (a) it is a sole proprietorship at least fifty-one percent (51%) owned by one or more Disabled Veterans, or in the case of a publicly owned business, at least fifty-one percent (51%) of its stock is owned by one or more Disabled Veterans; or a subsidiary wholly owned by a parent corporation, but only if at least fifty-one percent (51%) of the voting stock of the parent corporation is owned by one or more Disabled Veterans; or a joint venture in which at least fifty-one percent (51%) of the joint venture's management and control and earnings are held by one or more Disabled Veteran; (b) the management and control of the daily business operations are by one or more Disabled Veterans; provided that the Disabled Veteran(s) exercising management and control of the business enterprise are not required to be the same Disabled Veteran(s) who is/are the equity Owner(s) of the business enterprise; and (c) it is a sole proprietorship, corporation, or partnership with its home office located in the United States and which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. The terms "foreign corporation" "foreign firm" and "foreign-based business" shall be deemed to mean a business entity that is incorporated or which has its principal headquarters located outside the United States of America.

3. DVBE Participation Goal. The term "Participation Goal" is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The Participation Goal is not a quota, set-aside or rigid proportion. The District has established a DVBE Participation Goal of Three Percent (3%) of the total Contract Price.

4. Monitoring of DVBE Participation and Submission of Report.

4.1 Certification of Participation. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract.

4.2 Submission of Report. During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract. Contractor shall report on a monthly basis all DVBE's utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In addition, upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all

DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such report shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal.

4.3 Contract Audit. Contractor agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. Contractor agrees that the District, or its designee, shall have access to any of Contractor's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal.

**CERTIFICATION – PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES**

I certify that I have read the foregoing DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) PARTICIPATION GOAL and will comply with the requirements as set forth in this Contract.

Signature

Typed or Printed Name

Title

Company

Street Address

City, State, Zip

Telephone

Fax

E-mail

Initial _____

DVBE PARTICIPATION REPORT

Contractor Name: _____

Project Name: _____

Project Bid Number: _____

Date: _____

Firm Name of DVBE	Trade/Portion of Work	Value of Work

Does the cumulative dollar value of the foregoing DVBE participation meet or exceed three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____

NO _____

If your response is "NO", please attach to this Report a detailed description of the reasons for your failure to achieve the District's DVBE Participation Goal.

Initial _____