



San Juan Unified School District
Facilities Business Department
5320 Hemlock Street Sacramento, California 95841
Telephone (916) 971-7283

Kent Kern, Superintendent of Schools
Frank Camarda, Assistant Superintendent - Operations, Facilities &
Transportation

RFP 21-119

PEST CONTROL SERVICES

PROPOSAL DUE DATE

Proposals must be submitted by
April 26, 2021
2:00 P.M.

SUBMIT RESPONSE TO
SAN JUAN UNIFIED SCHOOL DISTRICT
Facilities Business Department
ATTN: Maria Mahon, Procurement Specialist
5320 Hemlock Street,
Sacramento, CA 95841
Phone: (916) 971-7283



NOTICE IS HEREBY GIVEN that SAN JUAN UNIFIED SCHOOL DISTRICT, acting by and through its Board of Education, hereinafter referred to as the District will receive up to, but no later than April 26, 2021 2:00 p.m. sealed RFPs from qualified Responder's for the award of contracts for the following:

**RFP 21-119
Pest Control Services**

About the District

The District is located in unincorporated Sacramento County, the City of Citrus Heights, and part of the Cities of Folsom and Sacramento. The District covers 75 square miles and operates forty-two elementary schools, eight middle schools, nine high schools, 15 alternative schools and nine other district facilities. The District serves approximately 40,000 K-12 students. In addition, the District operates dependent and independent charter schools. More information about the District and its facilities can be found on the District's website at www.sanjuan.edu.

Questions

All questions regarding this RFP are due on or before April 14, 2021 at 2:00 p.m. via email to: maria.mahon@sanjuan.edu with the subject line of "RFP 21-119 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website April 16, 2021 on or before 2:00 p.m. It is the responsibility of the prospective vendor to check the website <http://www.sanjuan.edu/constructionbids> for updates or addenda.

Due Date

RFPs are due at the Facilities Business Department office for time and date stamping on or before 2:00 p.m. April 26, 2021. One original and one copy of the RFP must be submitted in a sealed envelope, clearly marked **RFP 21-119 to San Juan Unified School District, Facilities Business Department at Hemlock Annex, 5320 Hemlock Street, Sacramento, CA 95841**. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received and time and date stamped in the Purchasing office by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. Faxed or emailed RFPs will not be accepted.

All Responders' must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed. San Juan Unified School District reserve the right to reject any and all RFPs, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the District, is in the best interest of the San Juan Unified School District.



SCOPE OF SERVICE

Bi-Monthly Integrated Pest Management

The San Juan Unified School District is seeking a comprehensive pest management program to control pests and reduce infestations practicing effective methods that apply the least toxic manner. This program will include inspection and treatment services at every district location on a bi-monthly schedule. Bi-monthly schedule will include two cycles. Cycle 1 covering half of all district sites and Cycle 2 covering remaining district sites.

General Requirements

1. Logbook to be kept and maintained at each site to include SDS, labels, posting notices, and chemical notices.
2. A structural and perimeter inspection will be performed on each regular service visit.
3. Rodent control will be performed using tamper-resistant bait stations at exterior locations that are inaccessible to children on as needed basis.
4. Residuals will only be applied after all postings and notifications are complete.
5. This program should include no additional charges for return visits or live trapping.

All treatments and techniques must be in complete compliance with the Healthy Schools Act of 2000, including lawful updates as directed by the California Department of Pesticide Regulation.

TIME SCHEDULE

Solicit Request for Proposal	April 5, and April 12, 2021
Questions Due on	April 14, 2021, 2:00 p.m.
Answers will Post on Website on	April 16, 2021, 2:00 p.m.
Request for Proposals due back	April 26, 2021, 2:00 p.m.
Staff Review	April 27, 2021
Board Approval	May 25, 2021

**RFPs must be received no later than April 26, 2021 by 2:00 p.m.
Late RFPs will not be accepted and will be returned unopened.**

Term: The contract period shall be for a term of one year from date of contract execution. At the end of the initial one-year term the contract may be renewed annually up to five years, upon mutual agreement of both parties. Contract cancellation will be at the discretion of either party with 30 days written notice. The successful vendor shall execute a contract with the San Juan Unified School District in substantial conformance with the RFP and the Responder’s proposal. All contracts must be approved by the San Juan Unified School District Board of Education



INSTRUCTIONS

Ink or Typewritten

All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

Signature Verification

To be considered for award, each proposal must be signed by a legally authorized representative.

Sealed Request for Proposal

Request for Proposal, Submittal must be submitted in a sealed envelope, and delivered to San Juan Unified School District Facilities Business Department at Hemlock Annex, 5320 Hemlock Street, Sacramento, CA 95841 by 2:00 PM, April 26, 2021. Telephone, telegraphic, facsimile, electronic, and late proposals will not be considered.

Proposal Documents

Failure to completely execute and submit the required documents before the Proposal submittal deadline will render a bid non-responsive.

Formation of Contract

A signed proposal and written acceptance by the San Juan Unified School District shall constitute a binding contract.

Informed

It will be your responsibility to be fully informed as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the proposer's own risk and relief cannot be secured on the plea of error.

Number of Copies

Please submit 2 copies of the Proposal.

Rejection of Proposal

The San Juan Unified School District Board of Education reserves the right to reject any or all Proposals or any part of a Proposal

Proposal Withdrawals An authorized representative may withdraw their Proposal only by written request received before the submittal deadline.



SUBMITTAL PAGE 1
RFP #21-119
PEST CONTROL SERVICE

TO THE HONORABLE BOARD OF EDUCATION OF THE SAN JUAN UNIFIED SCHOOL DISTRICT, SACRAMENTO COUNTY, CALIFORNIA

In compliance with the request for proposals described herein, the undersigned company hereby proposes and agrees to provide required services information and fee amounts.

Dated _____, 2021

Company: _____

By: (Signature) _____

Title: _____

Address: _____

Telephone: _____

- Monthly Service Only (All Facilities)
- Monthly Service w/Trapping (All Facilities)
- Trapping Service
- Termites (Per Foot up to 48" high)
- Respond within 2 Hours
- Respond on Weekends(Regular Charge)
- Respond on Weekends(Extra Charge)
- Other Services Not Listed (Hourly Rate)
- In Service for minimum 10 Years
- Service Provider within 10 miles of district boundaries

	Please provide
Points	Information and fee amts.
1-40	\$
1-65	\$
1-25	\$
1-10	\$
1-10	Yes/No
1-10	Yes/No
1-5	\$
1-5	\$
1-5	Years:
1-5	Yes/No



SUBMITTAL PAGE 2
PEST CONTROL SERVICES
RFP # 21-119
QUALIFICATIONS

1. Include a summary listing your company's qualifications and relevant experience.
2. Affirmation that company is properly licensed to operate in the State of California.
3. List three school districts or companies for which you have performed similar comprehensive pest management programs that we may contact for references.

Name _____

Phone _____

Name _____

Phone _____

Name _____

Phone _____



SUBMITTAL PAGE 3
RFP 21-119
PEST CONTROL SERVICES

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Respondents, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation): _____

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative:

Signature

Name (Print or Type)

Title

Date
()

Phone
()

Fax

E-mail address



SUBMITTAL PAGE 4

**RFP # 21-119
PEST CONTROL SERVICES**

Fingerprint Certification

RESPONDER CERTIFICATION

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant) _____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background checks(s) of all persons who will be providing services to the **San Juan Unified School District** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5I and/or 1192.7I.

As further required by Education Code Section 45125.1, attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to San Juan Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify the San Juan Unified School District of any additions/deletions as they occur.

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

Executed this _____ day of _____, 20_____, in _____ County, California.

Name of Responder/Consultant (please print)

Name/Title of Authorized Representative (printed)

(Signature)



SUBMITTAL PAGE 5
RFP # 21-119
PEST CONTROL SERVICES

LIST OF EMPLOYEES WHO MAY COME IN CONTACT WITH STUDENTS
EMPLOYEE'S INFORMATION

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this RFP: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this RFP: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this RFP: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No

Employee's Name: _____
Title or Position: _____
Years Employed by Your Firm: _____
Total years worked in the industry providing service required by this RFP: _____
Dates Employed: From _____ To: _____
EST Certified: _____ Yes _____ No



SUBMITTAL PAGE 6
PEST CONTROL SERVICES
RFP 21-119

Statement of Non-Conflict of Interest

The Respondent hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Respondent also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

Signature

Printed Name

Title

Firm

Date



Terms and Conditions

Compliance with Laws

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Responder shall be an independent Responder and not an agent or employee of District under this Agreement. Responder shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Responder shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Responder shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Responder or its directors, officers, agents, employees, volunteers, or guests arising from Responder's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Responder, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Responder is not an employee of the District and District shall not indemnify Responder in any such claim.

Responder shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Responder to account for all of the above and Responder agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 and 45125.2 apply to this Agreement. The Responder shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Responder who has not been convicted of a serious or violent felony). If the Responder elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2),



Responder shall require any person affiliated with Responder (or, in appropriate cases, himself or herself) to be fingerprinted by the Department of Justice (“DOJ”) if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached. In addition, Responder shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in the attached form. Any person whose name is not on the cleared list may not have such access. In that case, Responder must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses. Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Attorney Fees

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney’s fees and costs.

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

RFP Acceptance or Rejection

This RFP does not commit the San Juan Unified School District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the San Juan Unified School District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, the District may award a multi-term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.



Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Respondent, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The San Juan Unified School District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service, at the sole discretion of the District. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the San Juan Unified School District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The responder shall hold the San Juan Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the San Juan Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or Responder, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Respondent may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Respondent provided satisfactory proof is furnished to the Board or Education, if requested.



Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted proposal to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful respondent shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the respondent and services under this Agreement. The successful respondent agrees to advise District of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Contract

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, and upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract, if any, shall execute a Contract Signature Page based on this RFP and the response. The Contract will, by default, incorporate all requirements, terms and conditions contained in this RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of this RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract or Agreement with Responder except as specifically stated herein.



SPECIAL CONDITIONS

1. **THE SAN JUAN UNIFIED SCHOOL DISTRICT MAINTAINS A TOBACCO FREE WORKPLACE. THE USE OF TOBACCO IN ANY FORM IS PROHIBITED ON DISTRICT PROPERTY.**
2. It is the intent of the District to award this contract to the lowest responsible bidder.
3. Contractor shall commence the work after receipt of Purchase Order from the District and will diligently prosecute the work.
4. All work must be completed by - **AS SPECIFIED ON QUOTE FORM.**
5. Bid price to be held firm for a period of thirty (30) days.
6. Any questions concerning this project should be directed to _____ at (916) _____.
7. **IT SHALL BE THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER UPON DISCOVERY OF ANY DISCREPANCY IN BID FORM, SPECIFICATIONS, OR DRAWINGS TO BRING SUCH DISCREPANCY TO THE ATTENTION OF THE BUYER PRIOR TO THE BID OPENING DATE AND TIME.**
8. Pursuant to Public Contract Code #7104, the contractor shall promptly and before the following conditions are disturbed, notify the district in writing of any:
 - A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class 11, or Class 111 disposal site in accordance with provisions of existing law.
 - B) Subsurface or latent physical conditions at the site differing from those indicated.
 - C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 - D) That the district shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 - E) That, in the event that a dispute arises between the district and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. An applicable, valid, California State Contractor's license is a requirement for this project.



GENERAL CONDITIONS

- 1. INTENT OF PLANS AND SPECIFICATIONS.** All work that may be called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both these ways; and should any work or material be required which is not denoted in the specifications or plans, Contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.
- 2. CONTRACTORS UNDERSTANDING.** It is understood and agreed that the Contractor, by careful examination, is satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 3. FEDERAL OR STATE REGULATIONS.** The Bidder's Proposal and any Contract entered into are subject to all applicable statutes of the United States or the state and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.
- 4. ASSIGNMENT PROHIBITED.** No Contract awarded under this Proposal shall be assigned without the approval of the District. Any attempted assignment in violation of the provision shall be voidable at the option of the District.
- 5. FAILURE OR NEGLECT.** If the Bidder to whom a Contract is awarded fails or neglects to enter into the Contract within ten (10) days after receipt of the Contract or fails to perform under an executed Contract, the District shall retain the ten percent (10%) deposit filed by the Bidder and hold the proceeds, in accordance with Chapter 5, Part 1, Section 5100 through 5107 of the California Public Contract Code.
- 6. INDEMNITY.** The Contractor shall indemnify and save harmless the District from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against it, by reason of any act or omission of the Contractor, his agents or employees, in the execution of the work or in consequences or any negligence or carelessness in guarding the same.
- 7. NEGLECT.** In such case the District may give the Contractor ten (10) days written notice, and at the end of that time if the Contractor continues to neglect the work, the District may provide labor and materials and deduct the cost from any money due the Contractor under this agreement; and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the District of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance, the Contractor shall pay the difference to the District.
- 8. DISTRICT MAY DO PART OF WORK.** Upon failure of the Contractor to comply with any notice given in accordance with the provisions hereof, the District shall have the alternative right, instead of assuming charge of the entire work, to place additional forces, tools, equipment and materials on parts of the work for the purpose of carrying on such parts of the work and the cost incurred by the District in carrying on such parts of the work shall be payable by the Contractor, and the Contractor shall be allowed therefore the contract price. The District may retain the amount of the cost of such work, with ten percent (10%) added, from any sum or sums due or to become due the Contractor under this agreement.



San Juan Unified School District
Facilities Business Dept.

9. **REPORT ERRORS AND DISCREPANCIES.** If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in plans or in the layout, it shall be the Contractor's duty to immediately inform the District, in writing, and the District shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.
10. **CONTRACTOR NOT AN AGENT OF THE DISTRICT.** The right of general supervision by the District shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons or to public property, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision. The District shall supervise the Contractor only as to the result to be accomplished but not as to the means to accomplish such result.
11. **CHANGES.** The District shall have the right to make any changes that may be hereafter determined upon, in the nature of dimensions of the work, either before or after its commencement, and such changes shall in no way affect or void the obligations of this Contract. If such changes make any change in the cost of the work, an equitable adjustment shall be made by the District to cover the same.
12. **EXTRA WORK.** No bill or claim for extra work or material shall be allowed or paid unless the doing of such extra work or the furnishing of such extra material shall have been authorized in writing by the District.
13. The price for such work shall be determined by the District, which may either fix a unit price or a lump-sum price, or may if it so elects, provide that the price shall be determined by the actual cost, to which shall be added ten percent (10%) to cover general expenses and superintendence, profits, contingencies, use of tools, Contractor's risk and liability. If the Contractor shall perform any work or furnish any material which is not provided for in this Contract, or which was not authorized in writing by the District, the Contractor shall receive no compensation for such work or material so furnished, and does hereby release and discharge the District from any liability therefor.
14. If the Contractor proceeds with extra work or the furnishing of extra material after receiving written authority, then such work or material, authorized in writing by the District, shall be covered, governed and controlled by all the terms and provisions of this Contract, subject to prices as may be agreed upon or fixed by the District.
15. If the Contractor declines or fails to perform work or furnish extra material as authorized in writing, the District may then arrange for the performance of the work in any manner it may see fit, the same as if this Contract had not been executed, and the Contractor shall not interfere with the performance of the work.
16. **UNAVOIDABLE DELAYS.** Extension of time on parts of work. If the Contractor is delayed in the performance of the work by inclement weather, wet ground conditions, strikes, lock-outs, inability to secure materials in the open market, or for any cause for which the District is responsible, the Contractor shall upon written applications to the District at the time of delay, be granted an extension of time as the District may deem equitable and just.
17. **EXPEDITING WORK, CORRECTING IMPERFECTIONS.** If the District should at any time be of the opinion that the Contractor is neglecting to remedy any imperfections in the work, or is not progressing with the work as fast as necessary to insure its completion within the time required by the Contract, or is otherwise violating any of the provisions of this Contract, the District shall have the power, and it shall be their duty, to notify the Contractor to remedy such imperfections, proceed more rapidly with the work, or otherwise comply with the provisions of the Contract.
18. **DEFECTIVE WORK OR MATERIAL.** Any omission or failure on the part of the District to disapprove or reject any work or material shall be construed to be an acceptance of any defective work or material. The Contractor shall remove any work or material condemned by the District, and shall rebuild and replace the same without extra charge, and in default thereof the work may be done by the District at the Contractor's expense, or, in case the District should not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, the Contractor hereby agrees to make an equitable deduction from the stipulated price.



San Juan Unified School District
Facilities Business Dept.

19. **PROTECTION.** Whenever the local conditions, laws or ordinances require, the Contractor shall furnish and maintain, at the Contractor's own expense, necessary passageways, guard fences and lights and such other facilities and means of protection as may be required.
20. **RISK.** The work under the Contract in every respect shall be at the risk of the Contractor until finished and accepted, except damage or injury caused by District's agents or employees.
21. **SUPERINTENDENCE.** The Contractor shall constantly supervise all work embraced in this Contract, in person or by a duly authorized manager acceptable to the District.
22. **PRESERVATION OF STAKES.** The Contractor must carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, the Contractor will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
23. **CLEANING UP.** The Contractor shall remove from the District's property and from all public property, all temporary structures, rubbish and waste materials, resulting from his operation at no additional cost to the District.
24. **INSPECTION.** All work and materials shall be at all times open to the inspection of the District. The Contractor shall give the District reasonable notice of starting new work and shall provide reasonable and necessary facilities for inspection, even to the extent of taking out portions of finished work; in case the work is found satisfactory, the cost of taking out and replacement will be paid by the District.
25. **ACCEPTANCE.** The work shall be measured for payment and inspected for acceptance by the District promptly upon receipt of notice in writing that the work is ready for such measurement and inspection.
26. **PAYMENT.** Upon completion of the work in accordance with the plans and specifications, the District shall execute or cause to be executed a certificate that the whole work provided for in the agreement has been completed and accepted under the terms and conditions thereof which certificate shall set forth the amounts of work performed and the payment to be made.
27. **WARRANTY/GUARANTEE.** Contractor warrants that all articles furnished shall be free from all defects of materials and workmanship, that all articles shall be fit and sufficient for the purposes intended for a period of two (2) years from the date of acceptance by the District, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from normal District use.
28. **LABOR DISCRIMINATION.** Attention is directed to Section 1735 of the Labor Code, of the State of California, which reads as follows: "No discrimination shall be made in the employment of persons upon public works because of race, color or religion of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for violation of this chapter".
29. **HOURS OF LABOR.** The Contractor shall forfeit as penalty to the District, twenty-five dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of the Contract, or any sub-Contractor, for each calendar day during which any laborer, worker or mechanic is required and/or permitted to labor more than eight (8) hours, except in cases of extraordinary emergency caused by fire, flood or damage to life or property, pursuant to the provisions of Articles 1 and 3, Chapter 1, Part 7, Division 2 of the Labor Code of the State of California.
30. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his Proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.



San Juan Unified School District
Facilities Business Dept.

31. **PREVAILING WAGES.** For projects greater than \$1,000 the Contractor, and any subcontractor, shall pay not less than the general prevailing rate of per diem wages in the locality in which the work is to be performed. The California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the Contract pursuant to Sections 1770 to 1780, inclusive, of the California Labor Code. The prevailing rate of wages is on file with the Sacramento County Schools, Office of the Secretary of the Governing Board, 9738 Lincoln Village Drive, Sacramento, California 95827. Copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
32. **INSURANCE.** Workers' compensation and general liability insurance which will protect the District, Architect (if applicable), Owners Representative (if applicable), Contractor, and any subcontractor performing work covered by this Agreement, from claims and damages for personal injury, including wrongful death, which may arise from operations under this Agreement, whether such operations by the Contractor, or by any subcontractor of anyone directly or indirectly employed by the Contractor or either of them. The general liability insurance shall be in the amount of not less than \$1,000,000.00 combined single limit, bodily injury and property damage for any one occurrence. The District, Architect (if applicable) and Owners Representative (if applicable) shall be named as additional insured on the insurance certificate and provide for thirty (30) days advance written notice to the District of any material alteration or cancellation.
33. General Aggregate insurance shall be in the amount of not less than \$2,000,000.00 including waiver of subrogation.
34. Automobile bodily injury and property damage insurance, including all owned, hired and non-owned equipment with combined bodily injury and property damage liability of \$1,000,000.00.
35. **BADGES AND KEYS** – Contractor may acquire master key(s) to access project site by requesting the appropriate key (s) from Construction Manager and completing the district Master Key Receipt or by checking in at the office daily and requesting master key. Lost keys will be charged to the contractor as noted in Master Key Receipt form. Contractors are issued Worker Identification Badges. There is a \$5.00 non-refundable handling fee per identification badge which will be payable to San Juan Unified School District at the time of order. Lost badges are charged to contractor at \$100 each per Master Badge Receipt form.
36. **FINGERPRINTING.** Education Code sections 45125.1 and 45125.2 apply to this Agreement. Contractor shall, prior to commencement of Work, comply with either of the methods of ensuring safety set forth in Education Code section 45125.2(a)(1) (installation of a physical barrier) or 45125.2(a)(2) (continual supervision by an employee of Contractor who has not been convicted of a serious or violent felony). If Contractor elects to provide continual supervision pursuant to Education Code section 45125.2(a)(2), Contractor shall require the person(s) who will provide that continual supervision to be fingerprinted by the Department of Justice ("DOJ"). Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, Contractor will so certify by signing and submitting to District, through the District Representative, the certification form attached as Exhibit A and incorporated by reference. In addition, Contractor shall submit the names of those persons who have received clearance on a form as indicated in packet. Any person whose name is not on the cleared list may not have such access. In that case, Contractor must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the schoolcampuses.

Failure to comply with this Section 18 of this Agreement at all times, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Contractor, shall constitute grounds for termination of this Agreement.



CONSTRUCTION PROJECTS GUIDELINES FOR SCHOOL SITE PROJECTS

WELCOME TO THE SAN JUAN UNIFIED SCHOOL DISTRICT

The safety of students is our highest priority. Please follow these guidelines as you visit and work on our campuses. At each site you will see many students, staff, and parents who will be delighted to know that you are there to repair and/or improve our schools.

START AND END TIMES

The daily beginning and end of the school day is a busy time. Try to avoid arriving and/or leaving schools during these times. The schedule can be obtained in the Principal's Office.

PARKING

Please check with the Project Planner/Coordinator for approved parking and staging locations.

DRIVING ON SCHOOL GROUNDS

When children are present on campus and you must drive a vehicle on the school grounds, especially playground or blacktop areas where physical education classes are held, it is mandatory that a "spotter" WALK alongside the vehicle. Students are sure that they can run faster than a truck and may try to cross in front of a moving vehicle, etc. Please also use a "spotter" when backing up at any time on school grounds.

WORKING WITHIN DESIGNATED AREAS

Construction is allowed only in designated areas. Major construction will be in fenced areas. Workers, materials, and equipment (including storage) will not be allowed outside designated areas.

CLASSROOM DISRUPTIONS

Before entering an area where construction is in progress, you are required to notify the school district management or the school principal. Enter quietly, stay as long as you need to, keeping disruption to a minimum. Do NOT engage in conversation with students unless the teacher invites you to explain why you are there. Young children cannot handle a lot of detail. They may be more interested in your tool belt than in your area of expertise. Older students may be interested in delaying their school work; so keep your information short.

Some teachers will involve their students in the construction process. Classes may be outside watching you work and, in some cases, asking questions. If they approach you at a time when it is not convenient to talk, it is fine to tell them you are busy at this time and may be available later.

LUNCH

Lunch time at schools is busy and congested. Avoid getting in the student path of travel. Lunch times vary by site. The schedule can be obtained at the site.



RECESSES

These usually last 15-20 minutes. In most elementary schools there is a morning and an afternoon recess. Schedules can be obtained at the site.

CONSTRUCTION BREAKS AND LUNCHES

Coffee breaks and lunch should be taken at a location removed from the playground/blacktop and from the buildings and locations where students congregate. There is no food service available for workers on the site. Use of student restrooms is not allowed. Use the portable restroom facilities only, if available. Otherwise, use staff restrooms.

SMOKING, DRUGS, ALCOHOL, RADIOS, APPROPRIATE LANGUAGE AND DRESS

- San Juan is a 'tobacco-free facility' district-wide. If you want to smoke or chew, please do so off campus.
- Use or possession of alcohol or drugs of any kind on campus is strictly forbidden.
- Please do not play radios and when possible, keep talking to normal levels.
- Acceptable language is a must. This means the avoidance of swearing, foul language, and racial, ethnic, or sexual slurs or comments which could be considered harassment. San Juan tries very hard to MODEL the behavior we wish our youngsters to adopt, so we would very much appreciate any help you can give us in this effort.
- Dress appropriately for the work site. Shirts must be worn at all times. Specifically, tank tops are not allowed. Additionally, what is written or pictured on clothing must comply with the requirement of acceptable language above and must avoid reference to tobacco, alcohol, and drugs.
- Violation of any of the above may result in immediate automatic dismissal