

# NOTICE INVITING BIDS

Ref: 25-8817

The Leucadia Wastewater District (District) is requesting bids from qualified contractors to replace Heating, Venting, Air Conditioning (HVAC) Equipment at the District's Batiquitos Pump Station located at 2017 Carlsbad Boulevard, Carlsbad, California 92009 as specified in the enclosed Agreement and its Attachments.

Four (4) existing 5-ton split systems inside the Batiquitos Pump Station Motor Control Center are to be replaced. This bid will include: the demo and disposal of the existing split systems, the purchase and install of the new split systems, and any necessary electrical work to complete the installation and startup.

Sealed Bids will be received by the Owner at the Leucadia Wastewater District, 1960 La Costa Avenue, Carlsbad, California 92009 until 2:00 p.m. (local) on Tuesday, August 6, 2024 at which time they will be publicly opened and read.

A non-mandatory pre-bid meeting and walk-through is scheduled for 10:00 a.m. (local) on Tuesday, July 23, 2024 at the Batiquitos Pump Station at 2017 Carlsbad Blvd, Carlsbad, California, 92009. If you plan to attend the pre-bid meeting, please notify Ian Riffel (Owner's Project Manager) at [iriffel@lwwd.org](mailto:iriffel@lwwd.org) by close of business on Monday, July 22, 2024.

Pursuant to Section 1771 of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages may be obtained from California Department of Industrial Relations (DIR), Division of Labor Statistics and Research, (415) 703-4774 or may be available at the DIR website, <http://www.dir.ca.gov>. The Contractor shall post a copy of such determination at each job site.

Bidders and all proposed subcontractor(s) must be registered with the Department of Industrial Relations in accordance with Section 1725.5 of the Labor Code at the time of the bid submittal and must continue to be registered at all times they are engaged in the performance of work on the Contract.

All questions relative to this project prior to the opening of bids shall be directed to the Owner's project manager. It shall be understood, however, that no Specification interpretations may be made by telephone nor may any of "or equal" items be considered for approval during the bid period. The Owner's project manager is:

Mr. Ian Riffel, Project Coordinator  
Leucadia Wastewater District  
1960 La Costa Avenue  
Carlsbad, CA 92009  
(760) 753-0155 x 3002

In order to support local and California businesses, the Owner may provide a preference to local vendors in the instance where equal lowest bids are submitted in the following priority (for business classification criteria please refer to the attached local preference certification information): a) businesses operating in San Diego County; and b) businesses operating in the State of California. In implementing this preference, the firms must be responsible and responsive and the services, materials, or work must be of comparable quality.

The Owner reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make awards in the interest of the Owner.

Pursuant to the requirements under Permits and Licenses in the Information for Bidders of the bidding documents, bidders shall be properly licensed as of the date of submittal of the bid documents.

Dated at Carlsbad, California this 3<sup>rd</sup> day of July, 2024.

By:

  
Paul J. Bushee

General Manager, Leucadia Wastewater District

**BID FORM**

Project Title            HVAC EQUIPMENT REPLACEMENT

Total Bid Price    \$ \_\_\_\_\_

Write out Amount    \_\_\_\_\_ dollars

Bid Schedule:

- |   |          |
|---|----------|
| 1. Demo and Disposal of existing split system units   | \$ _____ |
| 2. Two (2) LG 8-ton VRF outdoor Condenser including<br>10,000-hour condenser coil coating                 | \$ _____ |
| 3. Two (2) LG 2-ton indoor VRG wall mount units to be installed<br>One above the other in same locations  | \$ _____ |
| 4. Four (4) LG 3-ton indoor VRF wall mount units to be installed<br>One above the other in same locations | \$ _____ |
| 5. Four (4) Y branch kits   | \$ _____ |
| 6. Six (6) remote controls  | \$ _____ |
| 7. Electrical adjustments necessary for new systems   | \$ _____ |

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

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

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

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Contractor/Business License Number

\_\_\_\_\_  
Expiration Date of License

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Award of Bid

The contract will be awarded to the lowest responsive and responsible bidder. Previous performance and references will be used for evaluation. Please provide three references, private organizations and municipal, county or state agencies for which you have sold and installed HVAC equipment. Include the names of personnel to be contacted, addresses and telephone numbers. District will be the sole judge of acceptability.

List of References:

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

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Point of Contact \_\_\_\_\_

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

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

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Point of Contact \_\_\_\_\_

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

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

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Point of Contact \_\_\_\_\_

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

List of Subcontractors

Name/Contractor's  
License Number

Location of Business

Portion  
(Type of Work)

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HEATING, VENTING, AIR CONDITIONING (HVAC)  
EQUIPMENT REPLACEMENT AGREEMENT  
BETWEEN THE LEUCADIA WASTEWATER DISTRICT  
AND \_\_\_\_\_

This Heating, Venting, Air Conditioning (HVAC) Equipment Replacement Agreement ("AGREEMENT") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the LEUCADIA WASTEWATER DISTRICT (the "DISTRICT"), and \_\_\_\_\_ (the "CONTRACTOR"), an independent contractor, with a principal place of business in \_\_\_\_\_, California.

**WITNESSETH**

WHEREAS, the CONTRACTOR has submitted to the DISTRICT a proposal to replace HVAC equipment.

WHEREAS, it has been determined that it is in the best interest of the DISTRICT to enter into the AGREEMENT hereinafter contained.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1**

**GENERAL**

1.01. The CONTRACTOR shall perform all work necessary to complete the work detailed in ARTICLE 2 (Scope of Work / Terms and Conditions) and shall furnish all labor, materials, equipment, supplies and incidentals, except those which are hereinafter designated to be furnished by the DISTRICT.

1.02. All Work under this AGREEMENT shall be done in a professional manner and the CONTRACTOR represents that it is skilled in the professional expertise necessary to provide the services required under this AGREEMENT.

1.03. The CONTRACTOR agrees to perform its work hereunder in a competent professional manner acceptable to the DISTRICT and in conformity with the requirements of this AGREEMENT.

**ARTICLE 2**

**SCOPE OF WORK / TERMS AND CONDITIONS**

2.01. Specific material and services to be provided by the CONTRACTOR under this AGREEMENT are detailed in Attachment A and are incorporated herein and by reference.

2.02. The CONTRACTOR will guarantee all work performed under this AGREEMENT against defective materials or workmanship for a period of one (1) year from the date of final acceptance by the DISTRICT under this AGREEMENT, except where longer warranty periods are specifically stated.

2.03. Work completed by the CONTRACTOR is subject to review and approval by the DISTRICT. Any work or materials rejected by the DISTRICT or its representative shall be remedied or removed and replaced by the CONTRACTOR at its own expense. Any defective material or workmanship shall be corrected immediately by the CONTRACTOR at its own expense notwithstanding that, it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the CONTRACTOR from any obligation to perform sound and reliable work as herein described. It is the CONTRACTOR's ultimate responsibility to provide the HVAC equipment replacement services as delineated within this AGREEMENT, and any amendments and change orders.

2.04. During the one (1) year warranty period, should the CONTRACTOR fail to remedy any defective material and workmanship or to make replacements within five (5) days after written notice by the DISTRICT, it is agreed that the DISTRICT may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the CONTRACTOR.

2.05. The one (1) year warranty period shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the AGREEMENT or by law. The remedies provided herein shall not be exclusive and the DISTRICT shall be entitled to any and all remedies provided by law.

**ARTICLE 3**

**TIME OF PERFORMANCE**

3.01. The CONTRACTOR shall not begin any of the work specified in this AGREEMENT until authorized by the DISTRICT in writing to proceed. The CONTRACTOR agrees to complete said work as outlined in Attachment A, and to the entire satisfaction of the DISTRICT before final payment is made.

**ARTICLE 4**

**COMPENSATION**

4.01. Compensation for services which the CONTRACTOR is obligated to perform under the terms and conditions of this AGREEMENT shall not exceed:

Figure \_\_\_\_\_ dollars

Written \$ \_\_\_\_\_

4.02. The CONTRACTOR shall submit monthly separate invoices to the DISTRICT for payment. Such invoices shall represent the value of the items delivered or services provided during the billing period. Such invoices shall be prepared in such form and supported by documentation as

the DISTRICT may reasonably require. The cumulative billing of the submitted invoices shall not exceed the total compensation stated in Article 4, subsection 4.01.

4.03. Payment shall be made by the DISTRICT to the CONTRACTOR within thirty (30) days of receipt of the invoice. The amount of this payment will be less any amounts previously paid on the account.

**ARTICLE 5  
NOTICE**

5.01. All notices, bills, and payments shall be made in writing and may be delivered by personal delivery or by U.S. mail, postage prepaid, to the parties addressed as follows:

DISTRICT:                    For Notices:  
                                  Leucadia Wastewater District  
                                  1960 La Costa Avenue  
                                  Carlsbad, CA 92009  
                                  Attention: Ian Riffel, Project Coordinator

                                  For Bills and Payments:  
                                  Leucadia Wastewater District  
                                  1960 La Costa Avenue  
                                  Carlsbad, CA 92009  
                                  Attention: Accounts Payable

CONTRACTOR:                \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

**ARTICLE 6  
LEGAL RELATIONS**

6.01. CONTRACTOR is a company that sells and installs HVAC equipment and related materials for public agencies and the general public.

6.02. CONTRACTOR's business is located at \_\_\_\_\_.

6.03. The CONTRACTOR is for all purposes an independent contractor. All qualified personnel provided by the CONTRACTOR pursuant to the provisions of ARTICLE 1 of this AGREEMENT are to be employed by CONTRACTOR for its account only, and in no event shall CONTRACTOR or any personnel retained by it be deemed to have been employed by the DISTRICT or engaged by the DISTRICT for the account of or on behalf of the DISTRICT. No permitted or required approval by the DISTRICT of personnel, costs, schedules, documents or services of the CONTRACTOR shall be construed as making the DISTRICT responsible for the manner in which the CONTRACTOR performs its services. Such approvals are intended only to give the DISTRICT the right to satisfy itself with the quality of work performed by the CONTRACTOR.



6.04. The CONTRACTOR will personally supervise or designate an onsite supervisor, with written approval by the DISTRICT prior to commencement of work, to supervise the work and control the means for accomplishment of the services and work to be performed hereunder. The CONTRACTOR will employ only competent workers for the execution of this AGREEMENT.

6.05. The CONTRACTOR agrees to indemnify, defend, protect, and hold the DISTRICT, its officers, directors, agents, and employees harmless from and against any and all claims, demands, liens, actions, actual attorney's fees, costs, and expenses based upon or arising out of or claimed to have arisen out of alleged acts, errors or omissions of the CONTRACTOR, its associates, employees, subcontractors of other agents for services performed under this AGREEMENT, save and except in those instances where such expense, liability or claim is based on the willful misconduct, or sole negligence of the DISTRICT, its officers, agents or employees.

6.06. In the event litigation or arbitration is commenced to interpret or enforce this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to costs and expenses.

## **ARTICLE 7**

### **INSURANCE**

7.01. The CONTRACTOR shall carry all insurance required by Federal, State, County, and local laws. The CONTRACTOR shall procure and maintain, during the life of this AGREEMENT, adequate worker's compensation, public liability and property damage insurance. The specific requirements for insurance as set forth in this article shall be considered as minimum requirements.

7.02. The CONTRACTOR shall procure and maintain, during the life of this AGREEMENT, such comprehensive general liability and property damage insurance necessary to protect it and the DISTRICT from all claims for bodily injury, including accidental death and property damage claims arising from or in connection with the performance of work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors. The maintenance of proper insurance coverage is a material element of this AGREEMENT and failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

7.03. Minimum Scope and Minimum Limits of Insurance

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
- ii. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**B. Minimum Limits of Insurance**

The CONTRACTOR shall maintain limits no less than:

- i. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: \$1,000,000 per accident for bodily injury or property damage.
- iii. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

**7.04. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**7.05. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The DISTRICT, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by, or on behalf of, the CONTRACTOR; and with respect to liability arising out of work or operations performed by, or on behalf of, the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance, or as a separate owner's policy.
- B. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, and volunteers. The DISTRICT shall be named as additional primary insured without offset against their existing insurance. The certificate of insurance shall include reference to such provisions and the CONTRACTOR's insurance policy will be endorsed as such. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

7.06. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

7.07. Verification of Coverage

CONTRACTOR shall furnish the DISTRICT with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the DISTRICT or on other than the DISTRICT's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

7.08. Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE 8**

**SUBCONTRACTS**

8.01. The CONTRACTOR shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the DISTRICT and in strict compliance with the terms, provisions, and conditions of the AGREEMENT.

**ARTICLE 9**

**CONTRACTOR'S PROJECT MANAGER**

9.01. The CONTRACTOR's designated project manager, \_\_\_\_\_, shall be empowered to act for the CONTRACTOR for all matters relating to this AGREEMENT.

**ARTICLE 10**

**DISTRICT REPRESENTATIVE**

10.01. The DISTRICT's designated representative will be Ian Riffel, Project Coordinator, who will administer this AGREEMENT.

## **ARTICLE 11**

### **FREEDOM OF INFORMATION**

11.01. The DISTRICT shall make freely available to the CONTRACTOR for examination all non-privileged directly pertinent books, documents, papers, and records of the DISTRICT involving transactions related to this AGREEMENT.

## **ARTICLE 12**

### **TERM OF AGREEMENT**

12.01. The AGREEMENT period will be as delineated in Article 3.

12.02. If the DISTRICT determines the work of the CONTRACTOR to be unsatisfactory, or in the event the work of the CONTRACTOR fails to meet the requirements of this AGREEMENT, the DISTRICT reserves the right to cancel this AGREEMENT with thirty (30) days prior written notice, or to negotiate a good faith adjustment of compensation. If the DISTRICT cancels this AGREEMENT, upon establishment of the date of service termination, the CONTRACTOR shall discontinue all affected services.

12.03. If, following termination, the DISTRICT is required to undertake completion of said work or to retain a new contractor to perform said work, the CONTRACTOR shall be liable to the DISTRICT for any additional costs and expenses thereby incurred.

12.04. The time for performance of any work under this AGREEMENT may be extended, in the reasonable discretion of the DISTRICT, based on unavoidable disruption of work due to strikes, lockouts, government acts, acts of God not responsibly foreseeable by either party, and other similar conditions shown by the CONTRACTOR to be beyond the control of the CONTRACTOR.

## **ARTICLE 13**

### **PREVAILING WAGE RATES**

#### **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**

13.01. The CONTRACTOR will pay and will require all subcontractors to pay, all employees assigned to work as part of this AGREEMENT a salary or wage at least equal to the prevailing salary and wage established for such work as established by the Director of the California Department of Industrial Relations.

13.02 This AGREEMENT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The CONTRACTOR and all approved subcontractors, if any, must have been registered with the Department of Industrial Relations in accordance with Section 1725.5 of the California Labor Code at the time of the bid submittal and must continue to be registered at all times they are engaged in the performance of work on the CONTRACT.

13.03 The CONTRACTOR agrees to forfeit to the DISTRICT, as a penalty, Fifty Dollars (\$50) for each calendar day or portion thereof for each worker paid, either by the CONTRACTOR or any subcontractors under it, less than the prevailing rate set by the California Department of

Industrial Relations. CONTRACTOR shall make available for inspection by DISTRICT its payroll records to verify compliance with this AGREEMENT and all applicable labor laws.

## **ARTICLE 14**

### **WORKING HOURS**

14.01. All work is to be performed during LWD working hours, Monday through Friday from 7:30 a.m. until 4 p.m. At the start of each work day, the CONTRACTOR will notify the Project Coordinator or his assigned alternate of their daily schedule. Any change in the defined working times must have prior written approval from the Project Coordinator or his designated representative.

14.02. The CONTRACTOR will comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to work hours.

14.03. The CONTRACTOR agrees to forfeit to the DISTRICT, as a penalty, twenty-five dollars (\$25) for each worker employed in the execution of this AGREEMENT by the CONTRACTOR or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one half (1-1/2) times the basic rate of pay.

## **ARTICLE 15**

### **EMPLOYMENT OF APPRENTICES**

15.01. If apprentices are employed as part of this AGREEMENT, the CONTRACTOR will comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to the employment of apprentices.

## **ARTICLE 16**

### **CLAIMS**

16.01 CONTRACTOR claims shall be subject to the resolution procedures set forth in Attachment B.

## **ARTICLE 17**

### **ASSIGNMENT TO AWARDING BODY**

17.01. In entering into this AGREEMENT to supply goods, services or material the CONTRACTOR or subcontractor offers and agrees to assign to the DISTRICT all rights, titles and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or material pursuant to this AGREEMENT. This assignment shall be made and become effective at

the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

## **ARTICLE 18**

### **ENTIRE AGREEMENT**

18.01. This AGREEMENT represents the entire understanding of the DISTRICT and the CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing signed by both parties.

## **ARTICLE 19**

### **JURISDICTION**

19.01. This AGREEMENT shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from this AGREEMENT shall be in the County of San Diego, State of California. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

## **ARTICLE 20**

### **MISCELLANEOUS**

20.01. If the CONTRACTOR is required by law to be licensed and regulated by a State License Board, or any other regulatory body, the CONTRACTOR hereby warrants that it has complied with any such licensing and regulatory authorities. The CONTRACTOR hereby warrants that it has complied with any such licensing and regulatory authorities. The CONTRACTOR shall provide proof of such licensure upon request by DISTRICT.

20.02. All work performed and materials supplied in the execution of this AGREEMENT shall comply with applicable laws, standards, codes, and regulations governing such materials, items and work. All material is guaranteed to be as specified in the Scope of Work. Any alteration or deviation from the specifications which involve extra costs will be executed only by written order approved by the DISTRICT which will specifically state the change in the specifications and the additional charges to be incurred.

20.03. Federal law, 29 CFR 1919.1220 (FED OSHA), established the "HAZARD Communication Standard" which requires that individuals (employees) working in an area where hazardous substances are being used are to be informed of any potential dangers associated with working in that area. It is the responsibility of the CONTRACTOR working on the DISTRICT's property to read and acknowledge receipt of the information packet prior to the start of any scheduled work, and to inform all employees of CONTRACTOR of any such material. Furthermore, all applicable information regarding hazardous substances and conditions must be made available to all of the CONTRACTOR's employees.

20.04. All equipment and machinery utilized by the CONTRACTOR while performing work for the DISTRICT shall be equipped and operated in such a manner as to conform with all applicable laws and regulations, including but not limited to Federal and California OSHA requirements. The CONTRACTOR will be responsible for providing required and necessary protective gear for his personnel while on the job site, including safety equipment. The CONTRACTOR shall be responsible, at its own expense, to ensure that its workers are properly trained in the use of said safety equipment.

20.05. The CONTRACTOR acknowledges having examined the public facilities subject to the HVAC equipment replacement services pursuant to this AGREEMENT and accepts them "AS IS". No alterations in the existing base physical arrangement and condition of the facilities will be made by the CONTRACTOR without approval from the DISTRICT or its designated representative. Should the CONTRACTOR materially damage or destroy anything on the DISTRICT's property, the CONTRACTOR agrees to replace the damaged or destroyed item at its own expense, or to reimburse the DISTRICT for actual replacement costs, at the discretion of the DISTRICT.

20.06. In signing this AGREEMENT, the CONTRACTOR confirms the following as his certification:

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

This statement is included to ensure conformance with current requirements of Section 1861 of the Labor Code of the State of California.

LEUCADIA WASTEWATER DISTRICT:

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Social Security or Federal Identification Number

**ATTACHMENT A**  
**SCOPE OF WORK**  
**FOR HVAC EQUIPMENT REPLACEMENT**

("CONTRACTOR") shall furnish all labor, material, equipment, tools, services and special skills necessary to complete the work specified in accordance with professional HVAC installation.

**1. Work to be Performed**

Installation of four (4) new split systems to be completed by 1/31/2025. Work includes:

1. Demo and Disposal of existing HVAC Units
2. Two (2) LG 8-ton VRF outdoor Condenser including  
10,000-hour condenser coil coating
3. Two (2) LG 2-ton indoor VRG wall mount units to be installed  
One above the other in same locations
4. Four (4) LG 3-ton indoor VRF wall mount units to be installed  
One above the other in same locations
5. Four (4) Y branch kits
6. Six (6) remote controls
7. Electrical adjustments necessary for new systems



## **ATTACHMENT B** **CLAIM RESOLUTION PROCEDURES**

The parties to this contract are subject to the provisions of Section 9204 of the Public Contract Code, which includes the following procedures to resolve any claim by a Contractor in connection with a public works project:

(1) For purposes of this section:

(a) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(i) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(ii) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(iii) Payment of an amount that is disputed by the public entity.

(b) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(c) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(d) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(2) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(3) The claimant shall furnish reasonable documentation to support the claim.

(4) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(5) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (11) shall apply.

(6) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(7) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(8) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(9) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(10) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(11) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(12) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(13) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to

the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(14) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (a) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (b) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

16.02 To the extent not inconsistent with the provisions of Section 9204 of the Public Contract Code, the parties to this contract are also subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code, which requires compliance with certain procedures to resolve any claim by the Contractor of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less regarding an extension of time, a change order, extra work, or any other disputed amount. For such claims, the parties are subject to the following procedures:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2. The claim shall be processed in accordance with the Section 9204 procedures outlined above.

3. If following a meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

4. If after the foregoing procedures are completed, a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.