

Reference No.: 25-9039  
Date Issued: February 6, 2025  
Return Date: March 4, 2025



## **REQUEST FOR BIDS**

### **Janitorial Services**

**Bids Due: [March 4, 2025 at 2:00 p.m.](#) (local time)**

**At**

**Leucadia Wastewater District  
1960 La Costa Avenue  
Carlsbad, CA 92009**

**Attention: Trisha Hill,  
Administrative Services Supervisor**

### **Purpose**

The Leucadia Wastewater District (LWD) is requesting bids from interested and qualified firms to submit bids for janitorial services, as may be required for a period of three (3) years from date of award, with options to renew for two (2) additional years, in accordance with the attached specifications.

### **Background**

LWD was formed in April 1959, pursuant to the County Water District Law (Division 12, Section 30000 et seq. of the California Water Code). LWD was established as an Independent Enterprise Special District that is authorized to provide wastewater collection and treatment services and to levy rates and fees to support those services. LWD is located in coastal northern San Diego County and is approximately 30 miles north of the City of San Diego. LWD encompasses approximately 16 square miles and serves over 60,000 residents. A five-member Board of Directors, who are elected officials, direct the affairs of the District.

### **Scope of Work**

LWD is seeking bids to furnish all necessary labor, supervision, materials, tools, equipment and supplies for janitorial services for two (2) office buildings. Work specifications for each building including general requirements are described in the attached specifications.

Attachment "A"	Administration & Operations Buildings
Attachment "B"	Janitorial Staff & General Work Requirements
Attachment "C"	Agreement/Contract

### **Service Location:**

Administration & Operations Buildings  
1960 La Costa Avenue  
Carlsbad, CA 92009

### **Bid Responses**

It is requested that written bids be submitted on the attached bid form. Please submit **three (3) completed and appropriately signed, with original signatures, copies of the contract and one (1) copy of the bid form and list of references.** The bid should be held valid for ninety (90) days from the established opening date.

All responses must be typewritten or in ink. No pencil figures or erasures are permitted. Mistakes must be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the quotation. Failure to complete and submit any forms requested, including References, Subcontractor Disclosures, Bidder's Response Section, Work Schedule, and Pricing, may be grounds for disqualification.

### **Displaced Janitor Act**

Attention is called to the Successor Service Contractor provision of the Agreement, which is deemed to be a part of the Contract, including the provision in Section 1060 and 1061 of the Labor Code concerning retention of employees who have been employed by the terminated Contractor or any Subcontractors.

### **Mandatory Pre-Bid Conference**

A Mandatory Pre-Bid conference will be held on **Thursday, February 20, 2025 at 10:00 A.M.** at Leucadia Wastewater District Administration Office (1960 La Costa Avenue, Carlsbad, CA 92009). All

prospective bidders are required to sign in and attend the mandatory pre-bid meeting and site tour. Bids will not be accepted from bidders who do not attend. The purpose of the pre-bid conference will be for the bidders to become familiar with requirements and the intent of the contract. Following the meeting attendees will be invited to a walk-through of the facility buildings to become familiar with the location, conditions, and restrictions of each site.

Tours of the facilities **WILL NOT** be provided before or after the pre-bid meeting.

### **Request for Information/Clarification**

All questions concerning the bid specification or scope of work must be submitted in writing either by mail, facsimile, or e-mail, and received by **5:00 P.M.** on **Thursday, February 20, 2025**, at the address below:

**Trisha Hill**  
**1960 La Costa Avenue**  
**Carlsbad, CA 92009**  
**Fax # (760) 753-3094**  
[thill@lwwd.org](mailto:thill@lwwd.org)

For any questions pursuant to the preparation of your bid, please contact:

**Trisha Hill, Administrative Services Supervisor at (760) 753-0155**

All questions will be answered in writing. Both questions and answers may be distributed, without identification of the inquirer(s), to all Contractors who are on record as having received this RFB via an addendum. Questions and requests received after the date and time will not be considered.

### **Bid Addendums**

Do not rely on any oral or telephonic changes or modifications. All changes and modifications will be confirmed in writing by an authorized Leucadia Wastewater District representative. ***All bid addendums shall be expressly acknowledged and included with your bid response.***

### **Right to Waive or Reject**

LWD reserves the right to reject any or all proposals/bids or to waive any minor irregularities in any proposal/bid or in the bidding process. LWD reserves the right to cancel, in whole or in part, this RFB. This RFB does not commit the LWD to award a contract, to defray any costs incurred in the preparation of a Quotation, or to procure or contract for work. Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, bid due date, and bid title. If submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Leucadia Wastewater District, Attention: Trisha Hill, Executive Assistant 1960 La Costa Avenue, Carlsbad, CA 92009.

### **Bid Forms**

Bid forms must be submitted on preprinted forms supplied by LWD. If the unit price and extended price or total amount provided by the bidder for any item is not in agreement, the unit price alone shall be considered and the extended price and totals shall be corrected to conform thereto.

### **Evidence of Responsibility**

Bidders shall complete the "REFERENCES" and "EVIDENCE OF RESPONSIBILITY" forms in their entirety. In addition, the bidders should attach to their bids evidence showing the bidder's financial resources, experience, qualifications, available organizational resources, and any other information or

qualifications that may be required to determine the bidder's responsibility, ability, and capability to perform the specified work.

### **Qualifications**

By submitting a bid, Bidder certifies that they are duly licensed to perform the work described herein, are qualified (minimum of five years of experience in the required line of business), and are competent to perform the work specified herein.

### **Taxes**

Excluding sales tax, prices offered shall be inclusive of all applicable taxes.

### **Withdrawal of Bid**

A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the bidder's request for withdrawal is received by LWD in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or by his duly authorized representative.

### **Bid Opening**

Bids will be received until **2:00 P.M.** on **Tuesday, March 4, 2025**, after which time bids will be opened and read aloud at LWD. Bidders or their representatives may be present at the opening of bids.

### **Mail responses to: Leucadia Wastewater District**

Attn: Trisha Hill  
1960 La Costa Avenue  
Carlsbad, CA 92009

For ease of identification, please mark the lower left hand corner of the envelope as follows, "Janitorial Services Bid".

### **Late bids will be rejected as non-responsive.**

### **Results**

Results **will not** be given out over the phone. After the bids have been reviewed and a final decision has been made – notification will be sent to all participants.

### **Award**

This RFB will be awarded based on the bid that best meets LWD's needs. Factors that will be considered:

- Bid Cost
- Number of Janitors that will be onsite for cleaning
- Hours that Janitors will clean the building
- Results of Reference checks
- Necessary capital, tools, equipment, personnel, insurance, licenses, and experience to satisfactorily perform the work in the time specified.

Completion of the work within the time stated is essential. LWD expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner, or is engaged in a prior commitment that would not allow bidder to complete work on time. Such rejection would, if applicable, be based upon

the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the Work in a cost-effective, professional, and timely manner.

### **Option to Renew**

LWD reserves the option to renew the contract for two (2) additional years under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between LWD and the Contractor with such agreement to be confirmed prior to the expiration of the contract period. LWD or the Contractor may decline to confirm the renewal of the contract at its discretion, which shall render the renewal option null and void.

LWD’s initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. If a price increase is requested by the Contractor, detailed supporting documentation to justify the requested increase must be provided. The requested increase will be evaluated by LWD, and LWD reserves the right to accept or reject the request.

This section will not be considered in the evaluation for award.

LWD may desire to extend a contract on a month-to month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between LWD and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

### **Method of Invoicing**

Upon award, the Contractor will invoice LWD for services provided at all site locations on one (1) monthly invoice. This invoice must include monthly allocated cost per service location for the janitorial services described within this RFB and attachments.

### **Cancellation/Termination**

LWD reserves the right to cancel or terminate any contract resulting from this solicitation in its entirety at no cost except for services rendered and for goods delivered and accepted upon a thirty (30) days’ written notice. Termination is normally reserved for such reasons as unsatisfactory performance or changes in funding, scope, or needs of LWD.

### **Subcontractor Status**

Subcontractors shall be considered employees of the Contractor, and the Contract shall be responsible for their work. If subcontractors are to be used during the contract, they should be disclosed at bid opening. Any subcontractor not disclosed at bid opening must be approved by LWD.

### **Insurance Requirements:**

**Commercial General Liability and Automobile Liability Insurance** - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the LWD) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Employee Bonding – Contractor shall obtain and maintain, for the life of this contract, employee dishonesty insurance (bonding) affording coverage of not less than \$250,000.

**Required Provisions** - The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. ***“The Leucadia Wastewater District, its directors, officers, employees, and authorized volunteers”*** are to be additional/primary insured (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the LWD, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the ***Contractor's insurance shall be primary insurance*** as respects the LWD, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the LWD, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the LWD, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the LWD.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the LWD.

### **Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by the LWD. At the option of the LWD, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

### **Acceptability of Insurers**

Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by the LWD.

### **Workers' Compensation and Employer's Liability Insurance**

By submitting a bid, Bidder certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the specified herein.

The Bidder and all of the Bidder's sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

### **Evidences of Insurance**

Prior to commencing work on the agreement, the Contractor shall file with the LWD a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include all required additional insured endorsements signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Contractor shall, upon demand of the LWD, deliver to the LWD such policy or policies of insurance and the receipts for payment of premiums thereon.

### **Continuation of Coverage**

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the LWD at least ten (10) days prior to the expiration date.

### **Insurance for Sub-Contractors**

In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

### **Contract Labor**

Contractor shall be an independent contractor, but if contract laborers ("Job-Shoppers) are provided, Contractor is also the employer corporation. As such, Contractor is solely responsible for the payment of Federal, State, and Local taxes arising out of or in connection with performance of its employees' services hereunder, including but not limited to income tax withholdings, federal social security taxes (FICA), and unemployment taxes. In addition, Contractor must be responsible for Workers' Compensation, disability, and the like, and for all other obligations on its employee's behalf that may result from this agreement.

### **Hold Harmless and Indemnification**

Except for willful misconduct or active negligence of LWD, Bidder/Contractor agrees to indemnify, to the fullest extent permitted by law, and to hold harmless LWD, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person, and damages to or destruction of property of any person, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of LWD or its directors, officers, employees, or authorized volunteers, except in those instances where such expense, liability, or claim is caused solely by act or omission of LWD or its directors, officers, employees, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against LWD or its directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against LWD or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse LWD or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the LWD, or its directors, officers, employees, or authorized volunteers.

### **Non-Collusion Affidavit**

Public Contracts Code Section 7106 requires bidders to submit an affidavit of non-collusion with their bids. This form is included with the bid package and must be signed under the penalty of perjury and dated.

### **Safety**

Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall use best practices in the industry relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all



applicable federal, state and local statutory and regulatory requirements including Cal/OSHA regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

### **Changes in the Scope of Work**

All changes in work and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing and approved by an authorized agent of LWD prior to commencing the work involved. Contractor shall be solely responsible for any and all extra work executed without LWD's prior written approval.

### **Workers' Compensation**

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder, as Contractor, shall secure the payment of compensation to all employees. Contractor shall sign and file with LWD the following certificate prior to performing the Work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract." The form of such certificate is included as part of the Contract Documents.

### **Non-Discrimination**

It is the policy of LWD that in connection with all work performed under contracts, there be no discrimination against any prospective or active contractor employee engaged in the work because of race, color, ancestry, natural origin, religious creed, sex, age, disability, or marital status.

## REFERENCES

LWD expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the Work in a cost-effective, professional, and timely manner.

In performing the above-described responsibility determination, LWD reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports or similarly accredited credit reporting services; inquiries to companies and public entities for which the Contractor has previously performed work; reference checks and examination of all public records.

The bidder must also demonstrate knowledge of commercial custodial techniques and should possess a working ability to perform similarly sized work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and address, points of contact and scope of work for at least four (4) customers served within the past three (3) years with requirements similar to the needs of LWD.

1. **Company:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_
  
2. **Company:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_
  
3. **Company:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_
  
4. **Company:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone #: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

### Evidence of Responsibility

1. Provide a history of your company including type of business, when organized, and the number of years you have been engaged in the janitorial business under the present firm name? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Provide the details regarding the size of your company. Include the number of janitors on staff.  
\_\_\_\_\_  
\_\_\_\_\_

3. List your major equipment. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Provide details of how you would handle a situation where a janitor calls in sick or does not show for their shift. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Provide three Major Trade Suppliers that you are currently using.

a. Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Number of years using this supplier: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Number of years using this supplier: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Number of years using this supplier: \_\_\_\_\_

### SUBCONTRACTORS DISCLOSURE

1. COMPANY: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. COMPANY: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. COMPANY: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S RESPONSE SECTION**

For: JANITORIAL SERVICE

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

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

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

Name (please print) \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

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

Company Owner or President:

Contact Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Sales Representative:

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Insurance Information:

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Work Schedule

Administration Building:

Time janitors will be on site: 5:00 P.M. to 10:00 P.M.

Number of janitors required to meet specifications: \_\_\_\_\_

Operations Building:

Time janitors will be on site: 4:30 P.M. TO 10:00 P.M.

Number of janitors required to meet specifications: \_\_\_\_\_

Please provide any additional information on how you plan to meet our cleaning specifications, including a detailed description of all tools and equipment:

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## PRICING

<u>Location</u>	<u>Monthly Charge</u>	<u>Yearly Charge</u>
Administration Building	_____	_____
Operations Building	_____	_____
Total	_____	_____

Cost for extra cleaning, emergency cleaning, or additional cleaning. \_\_\_\_\_

Exception and deviations from specifications: \_\_\_\_\_

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PAYMENT TERMS: \_\_\_\_\_ NET 30

## CERTIFICATE OF CONTRACTOR

### PURSUANT TO SECTION 1861 OF THE LABOR CODE

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

Dated this \_\_\_\_\_, 2025.

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License No./Expiration Date

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License Classification

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## NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

State of California)

ss.

(County of \_\_\_\_\_)

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
**(Attach Proper Notarization)**

## Attachment A

### Specifications for Administration and Operations Buildings

#### DAILY SERVICE – Monday through Friday

All Areas
Empty all trash bins and properly dispose of all trash; replace trash liners as needed and return trash bins to their original locations. At a minimum, change trash liners weekly.
Collect and move all recyclable material from the office to the designated recycle bins.
Empty paper shredders - Paper should be recycled.
Pick-up, mop, sweep, and/or vacuum visible debris, dirt, lint, etc. on <b>all floor surfaces</b> as needed to maintain a clean appearance.
Spot clean carpets as needed to remove stains, spots, etc.
Dust all horizontal surfaces including, but not limited to chairs, tables, file cabinets, partitions windowsills, baseboards, and blinds.
Damp wipe all telephones.
Spot clean around doors, doorframes, push plates, kick plates, light switches, and cabinet handles to remove grime and finger prints.
Restrooms/Locker Rooms/Break Room
Clean and disinfect toilets and toilet seats (both sides) and urinals inside and out.
Spot clean all bathroom partitions as needed to remove visual dirt, spots, marks, etc.
Clean and disinfect all bathroom floors.
Clean locker room shower doors/curtains, inside and out.
Clean and polish metal fixtures, mirrors, paper towel holders/dispensers, soap dispensers, and shower seat.
Clean the exterior of appliances such as refrigerator, microwave oven, coffee maker, etc.
Clean and disinfect all counters, sinks, tables and chairs.
Lobby Areas
Sweep and clean main entrance. This includes spot cleaning with a damp cloth from spills, such as coffee.
Clean work surfaces at the front counter areas.
Sweep and dry mop terrazzo floor, wipe tables, and chairs with damp cloth.
Clean and polish drinking fountains.

#### WEEKLY SERVICE

All Areas
Detailed vacuuming; includes vacuuming under the furniture such as desks (moving furniture is not required).
The locker room floors need to be thoroughly cleaned and disinfected. (Note: These floors have an epoxy coating)
Disinfect all sink drains with one (1) cup of bleach or chlorine.
Wipe all outside cabinet surfaces.
Fill dispensers with soap, towels, and toilet paper.
Pour water down bathroom floor drains to prevent odors.
Dust and wipe down leather furniture using leather cleaner.
Clean glass doors, inside and out at entrance.
Dust all woodwork and awards and frames on walls.
Boardroom
Dust and wipe all marks and fingerprints on tabletops.

Dust and wipe podium, computer stand, and flag stands.
Dust all wood wall paneling and baseboards.
Dust arms and legs of upholstered chairs.
Clean, wipe and remove fingerprints and other marks from doors.

**MONTHLY SERVICE**

<b>All Areas</b>
Thoroughly mop and scrub all vinyl floors. (Areas with vinyl floor include Lunch room/kitchen, Board room (sink area), upstairs file room and one office in the Operations building)
Dust all high-level areas such as top of cabinets, refrigerator, high ceiling ledges in lobby area, etc.
Wipe all trash bins with a damp cloth and disinfect as needed to eliminate odors and grime, and to maintain a visual clean appearance.
Thoroughly clean and disinfect bathroom and locker room walls, floors, and partitions.
Thoroughly dust mini-blinds, and window ledges.
Clean door windows and frames, inside and out.
Clean all ceiling vent covers and wall ventilation registers.
Dust and clean walls to remove marks, scuffs, cobwebs, etc.
Dust or vacuum baseboards to remove dust and grime.
Clean inside of refrigerators by wiping shelves, doors, etc. Should be done on Friday evening.
<b>First and Second Floor Lobby Area</b>
Dust and clean leather sofas with leather cleaner.
<b>Elevator</b>
Dust and wipe down walls
Clean and dust bright metal
Clean doors on inside
Clean and dust outside doors on each floor
Remove gum if necessary
Vacuum elevator floors
Report any mechanical problems

**QUARTERLY- Every three months**

Machine scrub floors and <i>refinish tiles</i> in restrooms. (Note: There are eight restrooms)
Machine scrub floors in locker rooms. (The locker rooms floors have an epoxy coat)
Wash lobby floor and stairs (terrazzo) with a rinse free cleaner, coat with sealer and then high-speed burnish the floor.
Thoroughly dust all ceilings, high ledges, vents, wall light fixtures, window doors and frames in lobby area.
Thoroughly polish/wipe lobby area staircase hand rails.

**LWD Floor Finishes Area Matrix**

<b>Admin. Bldg</b>	<b>Carpet Sq Ft</b>	<b>Vinyl Sq Ft</b>	<b>Terrazzo Sq Ft</b>	<b>Ceramic Tile Sq Ft</b>	<b>Epoxy Sq Ft</b>
Basement*	0	155	0	70	515
First Floor*	4750	1075	1250	425	0
Second Floor*	3075	385	50	170	0
<b>Bldg 200</b>					
Bathroom	0	72	0	0	0
Office	0	126	0	0	0
<b>TOTAL</b>	<b>7825</b>	<b>1813</b>	<b>1300</b>	<b>665</b>	<b>515</b>

\* includes stairs of respective floor

**No. of Windows**

<b>Admin. Bldg</b>	<b>No. of Windows</b>
Boardroom	27
Board chamber	4
Offices/Rooms (First Floor)	42
Offices/Rooms (Second Floor)	68
Restrooms First Floor (frosted glass)	3
Restrooms Second Floor (frosted glass)	2
Break room/lunchroom	22
<b>Bldg 200</b>	
Office	8
<b>TOTAL</b>	<b>168</b>

**LWD Area Approximation**

Administration Building (first and second floor)	12,800 sq. ft.
Operations Building	3,294 sq. ft.

## Attachment B

### Janitorial Staff and General Work Requirements

The following information is provided to assist the proposer in understanding the scope of services needed by Leucadia Wastewater District (LWD) for all facilities.

As a public agency, LWD takes pride in providing an exceptionally clean and safe environment at all times for our employees and customers and expects the janitorial services to demonstrate the same pride in their work performed.

#### 1. Staffing

The Contractor shall provide adequate personnel, trained in proper cleaning and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated.

#### 2. Employee Recruitment

A. Applicant Screening: The Contractor shall be required to conduct the following screening process for all employees that will be assigned to work at LWD Facilities:

1. Drug screen
2. Background check including criminal records search
3. Employees must be bonded for dishonest acts.

A report stating that these checks have been performed and bonds are in effect must be faxed or e-mailed to LWD before new janitorial personnel will be allowed onsite.

B. Employee Assignment: The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the LWD Administrative Services Supervisor shall be notified prior to the change when possible or as quickly as possible thereafter.

C. Communication: The Crew Supervisor must be able to communicate effectively to ensure clear and efficient coordination of services. The Crew Supervisor should also have the authority to make decisions and direct staff to fulfill requests made by the LWD Administrative Services Supervisor. The LWD Administrative Services Supervisor shall not make any requests that are outside of the specifications for their locations.

D. Contact Personnel: The Contractor shall provide a Project Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with LWD Administrative Services Supervisor to provide a prompt and timely response to any concerns or problems that may arise. The Project Manager shall meet as required with the LWD Administrative Services Supervisor to review overall performance, review any issues and receive special instructions regarding cleaning.

E. Employee Removal Request: LWD will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. LWD reserves the right to require the Contractor to remove any janitorial personnel from further duty, without cause and without the right to recover damages by such janitorial employee or by the Contractor from LWD. The Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by LWD.

#### 3. Security

A. LWD access code(s), keys and gate remote will be issued to Contractor's employees as required. Usage of code(s), key(s), or gate remote by anyone other than the person to whom they are assigned will be cause

for contract cancellation. The key(s) and gate remote must be returned whenever personnel are reassigned or terminated.

B. The Contractor shall be responsible for closing and locking outside windows and doors and for proper operation and activation of security systems, where provided. In the event of burglar/fire alarm system failure, the Contractor shall immediately notify the District.

C. Sign in and Out Procedure: The Contractor will be given instructions on LWD sign-in/out procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed.

#### **4. Cleaning Schedule**

A. All services shall be performed in a way that will not interfere with the normal business operations of LWD, which is Monday – Friday 7:00 a.m. to 5:00 p.m. Janitorial services must be performed outside these hours. When holidays prevent a regular maintenance visit, Contractor will perform their normal routine maintenance the following day. A list of the holidays that the offices are closed will be given to Contractor at time of award. LWD scheduled Board of Directors meeting occurs the second Wednesday of each month at 5:00 p.m. On this day and time, Contractor may start their routine maintenance at the Operation Building only, and then continue their work in the Administration Building following the Board meeting at approximately 7:00 p.m.

General and daily cleaning shall be completed Monday thru Friday as follows:

Administration Building:	5:00 P.M. to 10:00 P.M.
Operations Building:	4:30 P.M. to 10:00 P.M.

B. Due to the daily cleaning schedule additional floor care must be performed after hours.

#### **5. Quality Control**

To ensure quality control the Crew Supervisor will be required to be on site at the start of the shift to direct work and at the end of the shift to inspect completed work. A site log will be kept at each location. The Crew Supervisor will be required to sign the log daily, weekly and monthly to verify that all the required cleaning has been performed. The log can also be used to notify the Crew Supervisor on areas that may need additional attention, cleaning that may have been performed inadequately or to make special requests.

#### **6. Equipment and Supply**

The Contractor shall furnish all supplies, materials, and equipment necessary for the proper performance of the janitorial service. Supplies and materials include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. As a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications.

The Contractor shall provide all necessary cleaning equipment including, but not limited to buffing machines, industrial type vacuum cleaners, carpet extractors, etc., needed for the performance of the work of this contract. Such equipment shall be of the size and type customarily used in work of this kind. The Contractor shall post in the janitorial closets Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building. The Contractor shall not use any materials, supplies or equipment which the LWD determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.

Storage facilities will be provided at no cost to the Contractor within each building serviced to store equipment and supplies as can be reasonably accommodated. Contractor shall store only in these areas' equipment/supplies used for this contract. The contractor shall be responsible for maintaining these areas in a clean, orderly manner. No combustibles, flammables, corrosives, or explosives shall be stored in these areas.

## **7. Carpet Cleaning**

All building carpets shall be spot cleaned regularly (at least once per month) to remove minor spots and/or stains. In addition, high traffic areas such as hallways and entrances to buildings shall be cleaned semi-annual. All carpets shall be cleaned once per year, this service will be scheduled with the LWD Administrative Services Supervisor. A combination of techniques, including steam and wet/dry solution cleaning, may be used to achieve the required results. Any additional carpet cleaning shall be provided on an agreed upon price in writing, in advance of the service. LWD may, (at its discretion), procure this service from another contractor.

## **8. Window Glass Cleaning**

Thorough cleaning of window glass and frames (interior) shall be complete on an annual schedule and will be arranged with the LWD Administrative Services Supervisor. Any additional fees for window glass cleaning shall be provided on an agreed upon price in writing, in advance of the service. LWD may, (at its discretion), procure this service from another contractor.

**LEUCADIA WASTEWATER DISTRICT**  
**JANITORIAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between the Leucadia Wastewater District (LWD), hereafter referred to as "DISTRICT" and \_\_\_\_\_, hereafter referred to as "CONTRACTOR".

**WITNESSETH**

WHEREAS, the CONTRACTOR has submitted to the DISTRICT a proposal to provide Janitorial Services to the DISTRICT office spaces, to include the Administration and Operations buildings located at 1960 La Costa Avenue, Carlsbad, California.

WHEREAS, it has been determined that it is in the best interests of the DISTRICT to enter into this 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**

A. 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.

B. 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.

C. 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**

Specific materials and services to be provided by the CONTRACTOR under this AGREEMENT are detailed in Attachments A and B and are incorporated herein.



### ARTICLE 3. TIME OF PERFORMANCE

A. The CONTRACTOR shall not begin any of the work specified in this AGREEMENT until authorized by the DISTRICT in writing to proceed.

B. This AGREEMENT shall be for the period from **JULY 1, 2025** to **JUNE 30, 2028** with an option to renew or extend this AGREEMENT as delineated in Article 12, Term of Agreement.

### ARTICLE 4. COMPENSATION

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

Figure \$ (Enter dollar amount here).

Written (Enter written amount here).

To be paid in thirty-six (36) equal monthly payments of

Figure \$(enter dollar amount here)

B. The CONTRACTOR shall submit an invoice, monthly, 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.

C. 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.

D. Whenever a request for payment from the DISTRICT pursuant to the terms of this AGREEMENT is properly filed and the validity of the claim is not disputed or has been settled or agreed upon, payment of the claim by the disbursing officer of the DISTRICT shall include interest at the maximum legal rate commencing on the date upon which the claim was submitted if payment has not been made by the 60th day after the proper submission of the claim.

E. If a request for payment has not been properly filed at an earlier date, then the request shall be deemed to be properly filed on the next business day after the CONTRACTOR provides written notification to the DISTRICT's designated representative that the CONTRACTOR accepts the proposed final estimate as prepared by the DISTRICT.

### ARTICLE 5. NOTICE

All notices and invoices shall be made in writing and may be given by personal delivery, by U.S. mail, or email to the DISTRICT addressed as follows:

**Notices:**

Leucadia Wastewater District  
1960 La Costa Avenue  
Carlsbad, CA 92009  
Attention: Mrs. Trisha Hill  
Email: [thill@lwwd.org](mailto:thill@lwwd.org)

**Invoices:**

Leucadia Wastewater District  
1960 La Costa Avenue  
Carlsbad, CA 92009  
Attention: Accounts Payable  
Email: [info@lwwd.org](mailto:info@lwwd.org)

**ARTICLE 6. LEGAL RELATIONS**

A. 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 the CONTRACTOR for his account only, and in no event shall the 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.

B. The CONTRACTOR shall supervise the work and control the means for accomplishment of the services and work to be performed under this AGREEMENT. The CONTRACTOR shall employ only competent workers for the execution of this AGREEMENT. The CONTRACTOR shall be responsible for providing required and necessary protective gear for his/her personnel while on the job site, including safety equipment.

C. The DISTRICT shall not be liable for, and the CONTRACTOR shall indemnify, defend, protect, and hold the DISTRICT, its officers, directors, agents and employees harmless from and against any and all claims, demands, liability, judgments, awards, fines, labor disputes, losses, damages, liens, actions, 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 or other agents for services performed under this AGREEMENT, save and except in those instances where such expense, liability or claim is caused by the sole negligence or willful misconduct of the DISTRICT, its officers, agents or employees.

D. 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**

A. 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.

B. The CONTRACTOR shall procure and maintain, during the life of this AGREEMENT, such comprehensive general liability and property damage insurance necessary to protect him/her and the DISTRICT or any subcontractor performing work under this AGREEMENT from all claims for bodily injury, including accidental death and property damage claims arising from all work under this AGREEMENT, whether such work is the CONTRACTOR's or subcontractor's.

The DISTRICT shall be named as additional primary insured on the CONTRACTOR's policy without offset against their existing insurance and the certificate of insurance shall include reference to such provisions.

C. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. **Minimum Limits of Insurance**

The CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 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.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Employee Bonding – The CONTRACTOR shall obtain and maintain, for the life of this contract, employee dishonesty insurance (bonding) affording coverage of not less than \$250,000.

#### E. 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.

#### F. Other Insurance Provisions

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

1. 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.
2. 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. 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.
3. 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.

#### G. Acceptability of Insurers

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

#### H. Verification of Coverage

The 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.

I. Subcontractors

The CONTRACTOR shall include all subcontractors as insureds 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

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 this AGREEMENT.

ARTICLE 9. CONTRACTOR'S PROJECT MANAGER

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

The DISTRICT's designated representative / contract administrator, Trisha Hill, will administer this AGREEMENT.

ARTICLE 11. ACCESS TO RECORDS

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

A. The AGREEMENT initial term shall be as set forth in Article 3.

B. The DISTRICT may exercise the option to renew or extend this AGREEMENT for two (2) additional two (2) year terms under the same scope of work / terms and conditions and any written additions or changes in effect at that time. AGREEMENT renewal will be contingent upon the execution of an agreement extension, in writing, between the DISTRICT and the CONTRACTOR. At the time this AGREEMENT is up for renewal, the CONTRACTOR may request an adjustment in the AGREEMENT price as stipulated in paragraph C below. The proposal for a price adjustment MUST BE SUBMITTED BY THE CONTRACTOR, TO BE RECEIVED BY THE DISTRICT, AT LEAST NINETY (90) DAYS PRIOR to **June 30, 2028**. If a price adjustment proposal is not received at least ninety (90) days prior to **June 30, 2028**, the DISTRICT will assume that no price adjustment will be requested for the AGREEMENT extension and will have the right to automatically extend at the then current price or terminate the

AGREEMENT. If the CONTRACTOR submits a price adjustment proposal, the DISTRICT reserves both the right to determine the reasonableness of the proposal and the right to accept, reject or negotiate the CONTRACTOR's proposed adjustments. If an acceptable agreement between the DISTRICT and the CONTRACTOR cannot be reached regarding price adjustment, the renewal and renewal options will be considered null and void.

C. The price established by this AGREEMENT may be adjusted at the start of and will be valid through the entire period of any renewal term. The adjustment will allow for any increase or decrease in the original service cost. However, any increase will not exceed the Los Angeles area Consumer Price Index (CPI) increase for the calendar year prior to which the AGREEMENT is up for renewal. The CONTRACTOR will be required to submit cost information, as requested by and to the satisfaction of the DISTRICT, in order to justify and document the amount of the adjustment being requested. The DISTRICT reserves the right to be the sole judge concerning the acceptability of the information provided by the CONTRACTOR.

D. If the DISTRICT determines the work of the CONTRACTOR to be unsatisfactory, or in the event the work of CONTRACTOR fails to meet the requirements of this AGREEMENT, the DISTRICT reserves the right to terminate the contract or to negotiate a good faith adjustment of compensation. If, following termination for unsatisfactory performance, the DISTRICT undertakes completion of said work or retains a new contractor to perform said work, the CONTRACTOR shall be liable to the DISTRICT for any additional costs and expenses thereby incurred.

E. The DISTRICT may terminate this AGREEMENT with thirty (30) days prior written notice. Upon establishment of the date of service termination the CONTRACTOR shall discontinue all affected services. The DISTRICT and CONTRACTOR will negotiate a good faith adjustment of compensation for any services rendered which have not been previously paid for.

F. 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 and other similar conditions shown by the CONTRACTOR to be beyond the control of the CONTRACTOR.

### ARTICLE 13. WORKING HOURS

A. All on site work is to be performed Monday through Friday between the hours of 4:30 p.m. and 10:00 p.m., unless otherwise directed by the DISTRICT's Representative. The CONTRACTOR will furnish to the DISTRICT's Representative a monthly work schedule to include time and dates for scheduled work. Any change in the defined working times must have prior approval from the DISTRICT's Representative or his/her designated representative.

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

C. 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 14. ASSIGNMENT TO AWARDING BODY

In entering into this CONTRACT 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 CONTRACT. 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 15. ENTIRE AGREEMENT

This AGREEMENT represents the entire understanding of the DISTRICT and 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 16. JURISDICTION

This AGREEMENT shall be administered and interpreted under the laws of the State of California, County of San Diego. Jurisdiction of litigation arising from this CONTRACT shall be made in California, in the County of San Diego. 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 17. MISCELLANEOUS

A. The CONTRACTOR is required to have a business license issued by the City that the business is located to perform all work required by this AGREEMENT.

B. 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 which will specifically state the change in the specifications and the additional charges to be incurred.

C. The Crew Supervisor should have the authority to make decisions and direct staff to fulfill requests made by the LWD Administrative Services Supervisor. The LWD Administrative

Services Supervisor shall not make any requests that are outside of the specifications for their locations.

D. Federal Law 29 CFR 1919.1220 (FED OSHA) and State Law, Title 8, California Code of Regulations (CCR) § 5194, 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 CONTRACTORS working at LWD to read and acknowledge receipt of the information packet prior to the start of any scheduled work. Furthermore, all applicable information regarding hazardous substances and conditions must be made available to all CONTRACTOR employees.

E. The CONTRACTOR shall be solely and completely responsible for the safety of all CONTRACTOR personnel during performance of work. The CONTRACTOR shall fully comply with all state, federal and other laws, rules, regulations and orders relating to safety of the public and workers. The CONTRACTOR will be required to comply with all applicable DISTRICT's Safety Practices during performance of work under this AGREEMENT.

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

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

G. The CONTRACTOR is required to provide the DISTRICT with a Performance Bond or Standby Letter of Credit (L/C) which meets the following requirements:

1. Either has no expiration date, or which will be renewed annually by the CONTRACTOR at least 60 days prior to its scheduled expiration date. The DISTRICT must be notified of the renewal each year.
2. States that: "The DISTRICT shall have the right to receive upon demand, immediate, unconditional payment under the Standby L/C in the amount not to exceed Six Thousand dollars (\$6,000) as a result of the CONTRACTOR's failure or inability to comply with any provision or condition of this AGREEMENT, as determined in the sole and exclusive discretion of the General Manager of the DISTRICT, upon presentation to the issuer of written certification by the General Manager of the amount due and the reasons therefore."



LEUCADIA WASTEWATER DISTRICT:

CONTRACTOR:

In addition to executing this AGREEMENT, I declare under penalty of perjury under the laws of the State of California that the foregoing certification under Article 17 E is true and correct and that this statement was executed on at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature

Paul J. Bushee, General Manager  
Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Contractor's California License Number

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