

LOS ANGELES COUNTY OFFICE OF EDUCATION

**STANDARD TERMS AND CONDITIONS FOR MAINTENANCE WORK BELOW BID LIMIT
AND SMALL PUBLIC WORKS PROJECT UNDER \$15K (MPW 2.1)**

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, is hereinafter referred to as "LACOE." The contractor/consultant as identified on the Contract is hereinafter referred to as "Contracting Entity."

1. **SCOPE OF WORK**

CONTRACTOR shall provide all labor, materials, tools, equipment and transportation necessary to complete, in a workmanlike manner, all work specified in the Purchase Order. CONTRACTOR shall provide and furnish all the labor, materials, necessary tools, equipment, expendable supplies, and all utilities and other items needed to complete contract and scope and work as described in the Purchase Order.

This Purchase Order is for routine maintenance and repair services only as defined in Section 20115 of the Public Contract Code. For work or project that involves erection, construction, alteration, non-routine repair, or improvement estimated to exceed \$15,000 as set forth in Section 20111 of the Public Contract Code, that work, or any reasonable portion thereof, will not be authorized and will have to be separately bid.

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with terms and conditions of this Purchase Order. The CONTRACTOR shall be liable to LACOE for any damages arising as a result of a failure to fully comply with this obligation or omission preventing the CONTRACTOR from fully complying with the Project documents.

2. **TERM**

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Purchase Order.

3. **PAYMENT**

LACOE shall pay Contracting Entity an amount not-to-exceed the amount specified in the Purchase Order. Any work performed by the Contracting Entity in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Purchase Order is so amended by a Change Order. Payment shall be made upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved invoice. Invoices shall be emailed to accounts_payable@lacoed.edu.

4. **INDEMNIFICATION AND INSURANCE**

The CONTRACTOR agrees to and does hereby indemnify and hold harmless LACOE, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- 4.1 Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this

Proposal, except for liability resulting from the sole active negligence, or willful misconduct of LACOE.

- 4.2 Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off LACOE property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.
- 4.3 The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against LACOE, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered LACOE, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.
- 4.4 **Prior to start of work**, the CONTRACTOR shall furnish the LACOE with insurance endorsements evidencing insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "Los Angeles County Office of Education" as an additional insured. The endorsements shall further provide the "CONTRACTOR's policy is primary over any insurance carried by LACOE and that the policy will not be cancelled or materially changed without thirty (30) calendar days' prior written notice" being given to LACOE's Contracts Unit. The CONTRACTOR shall, at its own cost and expense, maintain the following types of insurance:
- A. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured and shall also reference the Purchase Order.
 - B. Business Automobile Liability Coverage with limits as required by the State of California. **Insurance Covering Special Hazards:** Automotive and truck where operated in amounts as above. Material hoist where used in amounts as above.
 - C. Workers' Compensation statutory limits in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

5. FAILURE TO PERFORM

In the event said CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, the Superintendent or designee shall so certify to the Governing Board of LACOE, and if the CONTRACTOR for a period of ten (10) calendar days after receipt of written demand from LACOE to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) calendar days, fails to continue to do so, then LACOE may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon,

and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by LACOE to another contractor, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by LACOE, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due CONTRACTOR from LACOE, or the CONTRACTOR shall pay LACOE the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by LACOE.

6. NOTICES

Any notices to be given pursuant to this Purchase Order shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:
Procurement Services
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Building
Downey, CA 90242-2890

Contracting Entity:
Mailing Address as shown on the Purchase Order

7. EMPLOYEE FINGERPRINTING

Prior to start of work, the CONTRACTOR, including all subcontractors, shall be required to comply with the provisions of Education Code Sections 45125.1 and 45125.2 to ensure that no contractor employees or employees of subcontractors who may come in contact with LACOE pupils in the performance of the contract have been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.

8. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE & NEGLECT

By acceptance of this Purchase Order, Contracting Entity certifies that it and its principals, employees, volunteers and subcontractors who will have access at any LACOE site:

- 8.1 Will comply with all applicable law, including AB 1432 (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB1432);
- 8.2 Will report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) LACOE designee(s) when performing work on campus that will require direct contact and supervision of children;
- 8.3 Have **completed** the CDE approved General Training (<https://www.cde.ca.gov/ls/ss/ap/>) on the subject of child abuse and neglect **before starting services**; Contractor is also required to provide the CDE approved School Personnel Training for its employees, volunteers and subcontractors who will have direct contact and supervision of children;
- 8.4 Must provide certification of completion of such training or education upon request.

LACOE reserves the right to terminate this Purchase Order if Contracting Entity fails to comply with this section or if in the judgment of LACOE, termination is necessary to protect the safety and welfare of children.

9. COVENANT AGAINST CONTINGENT FEES

Contracting Entity warrants that no person or selling agency has been employed or retained to solicit or secure this Purchase Order or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by Contracting Entity for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination and, at its sole discretion, deduct from the purchase price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

10. INDEPENDENT CONTRACTOR

While performing its obligations under this Purchase Order, Contracting Entity is an Independent Contractor and not an officer, employee or agent of LACOE. Contracting Entity shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. Contracting Entity warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment; being free from the control and direction of LACOE in connection with the performance of the work, both under the contract for the performance of the work and in fact; performing work that is outside the usual course of LACOE's business; and being customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

11. ASSIGNMENT

Contracting Entity shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Purchase Order or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Purchase Order, such action shall be deemed automatically void. In addition, Contracting Entity shall not subcontract the work to be performed pursuant to this Purchase Order without prior written approval of LACOE. The names and qualifications of subcontractors or others whom Contracting Entity intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

12. INTEGRATION

The Purchase Order, including these terms and conditions and all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed and supersedes all prior understandings and commitments, whether oral or written.

13. MODIFICATION

The Purchase Order shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Purchase Order, such deletions or changes shall only be effective if the initials of both contracting parties appear

beside such deletion or change.

14. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Purchase Order, conflicting, vague and/or ambiguous provisions of these terms and conditions shall prevail in the following order of precedence: (1) the provisions in the body of these terms and conditions, (2) the Purchase Order, (3) the exhibits of the Purchase Order, if any; (3) all other documents cited in the Purchase Order or incorporated by reference.

15. SEVERABILITY / WAIVER

15.1 If any provision of these terms and conditions is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in these terms and conditions.

15.2 No waiver of any provision of these terms and conditions shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

16. AMENDMENTS

The Purchase Order may be amended by a Change Order mutually agreed to by both parties.

17. TERMINATION

The Purchase Order may be terminated by LACOE upon written notification.

18. FAILURE TO COMPLY

In the event Contracting Entity fails to perform in accordance with the indemnification or insurance requirement clauses, makes inaccurate certifications, or otherwise breaches any other clause of these terms and conditions, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

19. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of these terms and conditions or resolve any dispute arising under or connected to this Purchase Order, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

20. COMPLIANCE WITH LAW

Contracting Entity shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Purchase Order. Contracting Entity warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Purchase Order and shall, upon request by LACOE, provide evidence of same.

21. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

22. GOVERNING LAW/FORUM SELECTION

This Purchase Order is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Purchase Order shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Purchase Order shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

23. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of the Purchase Order.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Addendum shall be deemed to be inserted herein and the Addendum shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Addendum shall forthwith be physically amended to make such insertion or correction.

25. RECORD RETENTION AND INSPECTION

Contracting Entity agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Purchase Order. All records shall be kept and maintained by Contracting Entity and made available to LACOE during the entire term of this Purchase Order and for a period not less than five (5) years after final payment hereunder by LACOE.

26. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Purchase Order shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

27. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this Purchase Order does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Purchase Order shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to Contracting Entity under this Purchase Order, and the Contracting Entity shall not be obligated to perform any provisions of this

agreement. In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer a change order to this Purchase Order to reflect the reduced availability of funds.

28. NON-DISCRIMINATION AND NON-SEGREGATION

28.1 Employment

The CONTRACTOR shall ensure fairness in the manner that applications are accepted and employees are treated during employment without regard to their race, color, ancestry, national origin, ethnic group identification, citizenship and immigration status, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information. Such action shall include, but may not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of the Fair Employment Practices Act.

28.2 Civil Rights Act

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e (17), to the end that no person shall, on the grounds of race, creed, color, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

28.3 Section 504

CONTRACTOR hereby assures that it will comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

28.4 Small Businesses, Firms Owned by Minority/Women/Disabled

It is LACOE's desire that small businesses and businesses owned and controlled by women, minorities and persons with disabilities shall have the maximum practicable opportunity to participate in this Contract.

29. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, Contracting Entity hereby agrees to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

30. ALCOHOL AND DRUG-FREE WORKPLACE

Contracting Entity hereby certifies under penalty of perjury under the laws of the State of California that Contracting Entity will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug- Free Workplace Policy 4020. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Contracting Entity certifies to the best of its knowledge and belief that it and its principals:

- 31.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 31.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 31.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 31.2 above, of this certification; and,
- 31.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

32. RETIREMENT REPORTING

Contracting Entity must disclose to LACOE if any of Contracting Entity's employees working under this Purchase Order have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contracting Entity's employees have retired from CalSTRS and hours worked limitations if Contracting Entity's employees have retired from CalPERS. If Contracting Entity's employees have retired from either CalSTRS or CalPERS, Contracting Entity should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.

33. SEXUAL HARASSMENT PREVENTION TRAINING

If Contracting Entity employs five (5) or more employees, Contracting Entity must provide at least two (2) hours of sexual harassment prevention training and education to all supervisory employees and one (1) hour of such training to all non-supervisory employees. Contracting Entity must also provide sexual harassment prevention training to its temporary or seasonal employees within thirty (30) calendar days after the hire date or within one hundred (100) hours worked if the employee will work for less than six (6) months. Training and education must be provided once every two

(2) years thereafter, pursuant to California Government Code Section 12950.1.

LACOE reserves the right to request for certification of such training and to terminate this Purchase Order if the Contracting Entity fails to comply with this section.

34. COVID-19 VACCINATION

When at LACOE schools and/or work locations or when there is in-person interaction with LACOE employees, parents/guardians, families, and students in carrying out services regardless of location, Contracting Entity, its officers, agents, employees, subcontractors, representatives and volunteers (collectively hereinafter referred in this Section as Contracting Entity) and as a material condition of this Purchase Order, shall comply with the Los Angeles County Superintendent's Policy 4060 (a) which states: "LACOE shall require proof of being fully vaccinated against COVID-19 by October 31, 2021 from all LACOE employees, including substitute employees, temporary office workers, contractors, interns, and volunteers as a condition of employment.

An individual is considered "fully vaccinated" when at least 2 weeks have passed since that individual's receipt of the second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

Effective immediately, the County Superintendent or designee shall establish any necessary procedures in order to implement this policy, and shall consider limited exceptions on a case-by-case basis, which may include providing reasonable accommodations in accordance with Superintendent Regulation 4032, Reasonable Accommodation."

By acceptance of this Purchase Order, Contracting Entity declares and certifies under penalty of perjury under the laws of the State of California that:

- 34.1 all of its officers, agents, employees, subcontractors, representatives and volunteers who report to LACOE school and/or work locations or who will have in-person interaction with LACOE employees, parents/guardians, families and students in carrying out services regardless of location, are or will be fully vaccinated;
- 34.2 all of its officers, agents, employees, subcontractors, representatives and volunteers who are exempt from receiving the vaccine due to a disability or serious medical condition, or a sincerely held religious belief, will submit to weekly COVID-19 testing, will be responsible for the cost and for ensuring that this testing is carried out and pertinent records retained, maintained and made available to LACOE upon request;
- 34.3 all of its officers, agents, employees, subcontractors, representatives and volunteers will comply and remain compliant with this Section and LACOE's Superintendent's Policy 4060 throughout the duration of this Purchase Order.

35. PAYMENT OF PREVAILING WAGES:

Work funded by non-federal funds shall be subject to the California General Prevailing Wage Determination for the Southern California Area (Locality: Los Angeles County) as determined and published by the Director of Industrial Relations for the State of California (see Article 9.6 of the General Conditions).

Work funded by federal funds shall be subject to the Federal Labor Standards Provisions under the Copeland Act (29 CFR Part 3) and the Davis-Bacon Act (see Articles 13.7.2 of the General Conditions).

In accordance with Section 16001(b), Article 2, Subchapter 3, Chapter 8, of Title 8 of the California Code of Regulations, the application of state prevailing wage rates when higher is required whenever federally funded or assisted projects are controlled or carried out by California awarding bodies of any sort.

36. SB 854 CONTRACTOR DIR REGISTRATION

36.1 **CONTRACTOR and Subcontractor Compliance.** Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the CONTRACTOR under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the CONTRACTOR and all Subcontractors of any tier. The failure of the CONTRACTOR and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the CONTRACTOR's default of a material obligation of the CONTRACTOR under the Contract Documents. The CONTRACTOR shall not permit or allow any Subcontractor any tier to perform any Work without the CONTRACTOR's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements. If any Subcontractor identified in the CONTRACTOR's Subcontractors List submitted with the CONTRACTOR's bid for the Work is not DIR Registered at the time of opening of bids for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the CONTRACTOR shall request LACOE's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

36.2 **Certified Payroll Records.** In compliance with Labor Code §1771.4 and 1776, it is a material obligation of the CONTRACTOR to prepare and submit Certified Payroll Records (CPR) to the Labor Commissioner; and enforcement of CPR preparation and submittal for all Subcontractors of every tier. The CONTRACTOR shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to LACOE the electronic files or hard copies of all CPRs submitted by the CONTRACTOR and/or Subcontractors for the Work pursuant to Labor Code §1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. LACOE shall not be obligated to process or disburse any portion of the Contract Price; or shall be deemed in default of LACOE's obligations under the Contract Documents unless the CONTRACTOR demonstrates strict compliance with CPR preparation and submittal requirements.

36.3 **Prevailing Wage Requirements (PWR) Monitoring and Enforcement.** During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations (DIR) shall monitor and enforce the obligation of the CONTRACTOR and Subcontractors of every tier to pay laborers performing any portion of the Work the PWR established for the classification of work/labor performed.

37. CLAIMS RESOLUTION

This contract is subject to the Claims Resolution laws as enacted by Assembly Bill (AB) 626 and codified as Public Contract Code 9204. The new law applies to all public work projects entered into on or after January 1, 2017. The intention of the new law is to ensure that all construction services performed on public works project are paid in full and in a timely manner, and for public entities to follow a prescribed claims resolution process to ensure uniformity and equitable procurement practices. CONTRACTORS are encouraged to review the new AB 626 legislation at http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB626.

38. GUARANTEE

Besides guarantees required elsewhere, CONTRACTOR shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by LACOE and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to LACOE, ordinary wear and tear, unusual abuse or neglect excepted. LACOE will give notice of observed defects with reasonable promptness. CONTRACTOR shall notify LACOE upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish LACOE all appropriate guarantee or warranty certificates upon completion of the project.

39. CLEAN UP

CONTRACTOR at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. CONTRACTOR shall not leave debris under, in, or about the premises. Upon completion of work CONTRACTOR shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.